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Of Counsel

Writer's Direct Dial Number
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August 7, 1996

960896- TS

VIA FEDERAL EXPRESS

Executive Secretary
Florida Public Service Commission
2450 Schumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Authority for CRG International, Inc. d/b/a
Network One to Acquire Certain Assets of Freedom
Communications Corporation

- ACK _____
- AFA _____
- APF _____
- CAP _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPG _____
- RCH _____
- SEC _____
- VAS _____
- WTH _____

Dear Sir:

On behalf of Network Long Distance, Inc., enclosed please find an original and thirteen (13) copies of the referenced Application. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please date stamp the enclosed duplicate copy of this letter and return to me in the envelope provided.

Please call the undersigned should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,

E. Gothard

Edward P. Gothard

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EPSC-BUREAU OF RECORDS

EPG/bg

Enclosures

cc: Mr. W.A. Wilson
Network One

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

Initials of person who forwarded check:
AJ

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BEFORE THE PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

STATE OF FLORIDA

APPLICATION FOR AUTHORITY
FOR CRG INTERNATIONAL, INC.
d/b/a NETWORK ONE TO ACQUIRE
CERTAIN ASSETS OF FREEDOM
COMMUNICATIONS CORPORATION

CASE NUMBER 960896-

APPLICATION

CRG International, Inc. d/b/a Network One ("Network"), pursuant to the applicable Statutes of Florida and the Commission's Rules and Regulations currently in effect and/or subsequently enacted, hereby requests Commission approval of a transaction whereby Network will acquire certain assets, including customer accounts, of Freedom Communications Corporation ("FCC"). Network proposes to acquire these assets and customer accounts and to begin to provide long distance service to the Customers of FCC under the Certificate of Public Convenience and Necessity previously issued to Network.

As will be described in detail below, Network has entered into an agreement to purchase specified assets of FCC, including its customer accounts, pending the required regulatory approvals.¹ Commission approval of the proposed purchase of assets, including customer accounts, will result in cost savings because of discounts on quantity ordering of materials and services and will streamline the level of service for all involved customers. At the same time, approval of the proposed purchase and transfer of customer accounts will not in any way be detrimental to the public interests

¹ Both Network and FCC are presently certificated carriers in the State of Florida, actively engaged in the business of selling long distance and other enhanced telecommunications services.

of the State of Florida because the customers of both Network and FCC will continue to receive the same high quality service presently rendered to them and neither party to the transaction between Network and FCC will be given undue advantage over the other party. Additionally, Network will possess a greater customer account base as the result of the proposed purchase of assets, and will thus be a stronger carrier to provide high quality service to all customers presently serviced by both Network and FCC.

In support of this Application, Applicant shows the following:

I. THE PARTIES

1. CRG International, Inc. d/b/a Network One is a privately held Georgia corporation with principle offices located at 2161 Newmarket Parkway, Suite 162, Marietta, Georgia 30067. Network is a non-dominant carrier that resells domestic and international long distance services purchased from various facilities based carriers pursuant to the FCC's *Competitive Carrier* policies.

2. Network is authorized by the FCC to offer domestic interstate and international services in all fifty (50) states and the District of Columbia as a non-dominant carrier. Network currently originates interstate traffic in fourteen (14) states, and provides intrastate service, pursuant to certification, registration or tariff requirements, or on an unregulated basis, in fourteen (14) states. Network is a certificated carrier in the State of Florida.²

3. Freedom Communication Corporation is a privately held Florida corporation with principle offices located at 33 SE 7th Street, Suite C, Boca Raton, Florida 33432. FCC is a non-

² In Florida, Network provides intrastate telecommunications services pursuant to Certificate of Public Convenience and Necessity granted in matter entitled "Application for Certificates to Provide Interexchange Telecommunications and Alternative Operator Services," Docket Numbers 931211-TI and 931036-TI, Order Number PSC-94-0218-FOF-TI, effective date February 24, 1994.

dominant carrier that resells domestic and international long distance service from various facilities based carriers pursuant to the FCC's *Competitive Carrier* policies. FCC is a certificated carrier in the State of Florida.³

4. Pursuant to the transaction which is the subject of this Application, Network will acquire, for consideration, certain of the assets of FCC, including the customer accounts of FCC.⁴

5. Pursuant to the transaction which is the subject of this Application, FCC will retain its Certificate of Public Convenience and Necessity issued to it from the State of Florida.

6. As a company providing intrastate telecommunications service directly in fourteen (14) states, with annual operating revenues of approximately six million (\$6,000,000) dollars, Network is well-qualified to consummate the transaction which is the subject of this Application. Current financial information for Network is attached hereto as Exhibit "B".⁵

II. DESIGNATED CONTACT

7. The designated contact for questions concerning this Application is:

Edward P. Gothard, Esquire
(Of Counsel) Nowalsky & Bronston
3900 North Causeway Boulevard
Suite 1275
Metairie, Louisiana 70002
(504) 836-7423
(504) 832-1984

³ In Florida, FCC provides intrastate telecommunications services pursuant to Certificate of Public Convenience and Necessity Number 3999. See matter entitled "Application For Certificate to Provide Interexchange Telecommunications Service," Docket Number 941207-TI, Order Number PSC-95-0205-FOF-TI, effective date February 14, 1995.

⁴ See Asset Purchase Agreement, attached as Exhibit "A."

⁵ Exhibit "B" is Network's most recent financial statements.

8. Copies of such correspondence should also be sent to:

Gene E. Lane, Jr., President
CRG International, Inc. d/b/a Network One
2161 Newmarket Parkway
Suite 162
Marietta, Georgia 30067
(504) 343-3125

III. REQUEST FOR PERMISSION FOR THE PURCHASE OF ASSETS FROM FCC TO NETWORK

9. Network has a corporate plan to attempt to acquire the assets of companies that provide intrastate telecommunication services pursuant to Certificates of Public Convenience and Necessity in various states. Network intends to increase its customer account base through such transactions in order to create a single, larger long distance carrier. By virtue of these transactions, Network will realize significant economic, marketing and administrative efficiencies.

10. Applicant accordingly proposes a transaction with FCC whereby Network will purchase the following assets of FCC:

- (a) All customer accounts (as scheduled in Exhibit "A"), including all customer lists, customer records, customer files, customer data, letters of agency and similar items related to same;
- (b) All accounts receivable (as scheduled in Exhibit "A") associated with and derived from the customer accounts;
- (c) All of FCC's rights under any agreements, application forms, term contracts, letters of agency and all other contractual instruments related to the customer accounts, including, but not limited to FCC's right to assert claims and take other rightful actions with respect to breaches, defaults and other violations of customer contracts;
- (d) All customer and other deposits, if any, held by FCC related to the customer accounts.

11. Due consideration will be made by Network to FCC in exchange for the purchase of those assets identified above.⁶

12. All assets of FCC not identified in the Asset Purchase Agreement, as set forth in paragraph 10 above will be retained by and remain the property of FCC, including the Certificate of Public Convenience and Necessity issued by the State of Florida.

13. Following approval and consummation of the transaction discussed above, Network will transfer all of the present customer accounts of FCC to Network, and service these customers through and pursuant to the Certificate of Public Convenience and Necessity presently utilized by Network in its service of its existing customers in this state.⁷

14. The technical, managerial and financial personnel of Network will remain the same after the transaction, and will serve both the existing Network customers and the transferred FCC customers with the high level of expertise which now collectively operates this national corporation.

IV. PUBLIC INTEREST CONSIDERATIONS

15. Critical to the proposed transaction and consolidation of customer accounts is the need to ensure the continuation of high quality service to all customers currently served by both Network and FCC. The proposed transaction will serve the public interest for the following reasons:

⁶ Note that the exact financial figures have been deleted from Exhibit "A". Should this Commission desire to review the financial terms of the proposed transaction, such materials will be provided to this Commission for *in camera* inspection.

⁷ Upon consummation of the proposed transaction, Network intends to notify all current end users of FCC of the event and also of any change in rates due to the alignment of two or more different rate products into a single rate product for common services, by either a separate mailing or by a bill insert. To the extent that any present FCC rate products are not included in Network's Tariffs, Network will amend its Tariffs accordingly. As such, the transaction should not cause any inconvenience or confusion to the pre-existing customers of either FCC or Network.

16. First, it will enable Network to provide a streamlined level of service for all involved customers by creating a single, larger operation to provide long distance service to the customers in this state as well as other states. The transaction will enhance the operating efficiencies, including market efficiencies, of Network.

17. Second, it will increase the appeal to present and potential customers because of Network's larger size and greater variety of service offerings as well as enhance the ability of Network to appeal to and serve national accounts.

18. Finally, it will result in cost savings because of discounts on quantity ordering of materials and services.

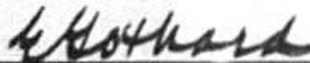
19. Accordingly, the requested transaction and consolidation will serve to create a heightened level of operating efficiency which generally will serve to enhance the overall capacity of Network to compete in the marketplace and to provide telecommunications services for a greater number of Florida customers at competitive rates.

V. CONCLUSION

20. WHEREFORE, for the reasons stated herein, Applicant respectfully requests that the Commission authorize Network and FCC to consummate the agreement described above, and to transfer the customer accounts presently serviced under FCC' Certificate to Network, to be serviced under Network's Certificate.

DATED this 6 day of August, 1996.

Respectfully submitted,



Edward P. Gothard, Esquire
(Of Counsel) Nowalsky & Bronston
3900 North Causeway Boulevard
Suite 1275
Metairie, Louisiana 70002
(504) 836-7423
(504) 832-1984

STATE OF *Georgia*
COUNTY OF *Cobb*

VERIFICATION

I, Gene E. Lane, Jr., am the President of CRG International, Inc., and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By: *Gene E Lane Jr*
Name: Gene E. Lane, Jr.
Title: President

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this *25* day of *July*, 1996.

Samela Spappington
Notary Public

My Commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires April 11, 1997

EXHIBIT "B"

**CRG INTERNATIONAL, INC.
d/b/a NETWORK ONE**

FINANCIAL STATEMENTS

Network One Financial Statements
For the 8 Months Ended 5/31/96

YTD Budget

Balance Sheet

	(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)
	Oct-95	Nov-95	Dec-95	Jan-96	Feb-96	Mar-96	Apr-96	May-96
Balance Sheet								
	90095							
Cash	15,994	70,530	52,161	73,268	-60,875	1,565,606	1,466,358	1,475,088
AR - Trade	633,079	611,969	592,325	581,489	514,106	550,899	612,752	525,363
AR - Unbilled	405,729	432,007	385,601	367,472	441,208	409,125	446,966	429,684
Allow Bad Debt	-73,049	-78,192	-81,922	-84,630	-89,707	-95,435	-100,779	-95,936
Comm Draws	4,500	1,500	0					
Current Assets	956,263	1,037,913	948,169	937,599	804,730	2,429,996	2,425,318	2,334,199
P P & E								
Furn & Fix.	5,613	5,613	5,613	5,750	6,990	6,990	6,990	6,990
Equip	1,923	1,923	2,998	2,998	4,125	4,125	4,125	5,655
Pagers				0	0	10,615	10,469	13,369
Computer	58,371	58,371	58,371	58,371	61,870	66,469	66,469	69,187
Software	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563
Less - Allow Depr	-15,720	-16,446	-17,173	-19,443	-20,684	-21,925	-23,166	-24,407
Tot PP&E	58,750	58,024	58,372	57,242	60,864	74,637	73,450	77,827
Organization Costs, Net	3,071	2,925	2,778	2,632	2,486	2,340	2,194	2,047
G-odell			0	0	0	0	0	0
Non - Compts			0	0	0	0	0	0
Prepaid Expenses	2,800	2,800	4,171	4,064	4,064	18,131	3,536	12,790
Deposits	7,984	8,684	8,684	8,684	8,684	8,684	8,684	8,778
Deferred Tax Asset	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Tot Other	63,855	64,409	65,633	65,380	65,234	79,155	64,414	67,584
TOTAL ASSETS	1,108,868	1,160,346	1,072,170	1,060,221	930,828	2,563,987	2,563,182	2,485,630
Accounts Payable	34,784	46,435	45,447	43,918	40,884	25,745	30,945	8,461
Accrued Expenses	650,063	654,888	542,649	624,517	513,169	565,243	586,228	580,603
Accrued Interest	8,542	8,350	12,158	7,967	10,975	11,967	2,808	5,817
Accrued Wages	12,422	11,256	11,256	11,256	11,256	11,256	25,884	25,884
Payroll Taxes	4,342	19,151	1,865	17,341	4,131	16,219	22,505	3,296
Comm Payable	31,155	28,439	27,975	24,652	28,531	26,368	28,795	27,451
Ss and Ex Tax Payable	114,685	117,787	120,812	121,421	130,904	136,282	143,395	149,997
Payable - Receivable Financing	107,536	142,275	188,306	110,389	147,572	0	0	0
Payable - Other	2,803	3,696	4,970	5,604	2,162	3,531	4,607	7,455
Cur / LT Debt	102,828	103,075	103,075	103,075	103,075	103,075	103,075	103,075
Tot CL	1,067,160	1,136,331	1,058,513	1,070,140	992,809	901,664	928,442	911,840
Long Term Debt	268,475	268,069	266,992	266,308	265,303	264,627	263,620	262,204
Lease -Pagers								
Common Stock	500	500	500	500	500	500	500	500
Preferred Stock					2,000,000	2,000,000	2,000,000	2,000,000
Retained Deficit	-227,267	-227,267	-227,267	-227,267	-227,267	-227,267	-227,267	-227,267
YTD Net Income (Loss)	-17,307	-26,568	-49,460	-100,367	-354,937	-402,113	-461,646	-522,252
Tot Equity	-736,767	-244,074	-253,335	-276,227	-327,134	1,418,298	1,371,120	1,311,567
TOTAL LIABILITIES & EQUITY	1,108,868	1,160,346	1,072,170	1,060,221	930,828	2,563,987	2,563,182	2,485,630

Network One Financial Statements
For the 8 Months Ended 5/31/96

YTD Budget

Cash Flow Statement

	(A) Oct-95	(A) Nov-95	(A) Dec-95	(A) Jan-96	(A) Feb-96	(A) Mar-96	(A) Apr-96	(A) May-96
Billings for Month	432,097	385,801	367,472	441,206	409,126	446,968	429,604	425,670
Monthly Net Income(Loss)	-17,307	-9,261	-22,892	-50,907	-254,589	-47,176	-59,533	-60,806
Amortization	146	147	146	146	146	146	147	146
Amortization - Pagers	0	0	0	0	0	146	1,105	0
Depreciation	726	727	2,270	1,241	1,241	1,241	1,241	1,241
PP&E	0	-1,075	-1,140	-4,863	-15,214	0	-6,723	-6,339
Payroll Taxes	14,809	-17,286	15,476	-13,210	14,088	4,286	-19,209	1,003
Sales Taxes Payable	3,062	3,045	609	8,483	5,356	7,133	6,601	4,465
Accounts Receivable	21,110	19,844	10,836	87,383	-36,593	-62,053	87,389	35,904
Acct's Rec. - Unbilled	-26,356	46,496	18,129	-73,734	32,060	-37,862	17,364	3,814
Allow. Bad Debt	5,143	3,730	2,708	5,077	5,728	5,344	-4,543	3,984
Prepaid Expenses	0	-1,371	107	0	-14,067	14,595	-9,244	5,875
Accounts Payable	11,691	-968	-1,529	-3,034	-15,139	5,200	-22,464	5,069
Accrued Expenses	4,825	-112,239	81,366	-111,348	52,074	905	14,376	-9,192
Accrued Interest	2,808	2,808	-4,191	3,008	992	-9,158	2,809	2,119
Accrued Wages	-1,166	0	0	0	0	14,626	0	0
Comm. Payable	-2,716	-464	-3,323	3,679	-2,163	2,427	-1,344	-14,261
Comm. Draws	3,000	1,500	0	0	0	0	0	0
Deferred Tax Asset	0	0	0	0	0	0	0	0
Deposits	-700	0	0	0	0	0	-94	0
Non-Compete			0	0	0	0	0	0
Goodwill			0	0	0	0	0	0
Long Term Debt	-386	-1,097	-684	-1,005	-1,276	-406	-1,416	-871
Long Term Lease - Pagers								
Current Portion LT Debt	247	0	0	0	0	0	0	0
Receivable Financing	34,739	46,031	-77,917	37,163	-147,572	0	0	0
Payables - Other	892	1,275	634	-3,442	1,369	1,276	2,648	-7,455
Preferred Stock			0	0	2,000,000		0	0
Prior period adjustments to Retained Earnings	0	0	0	0	0	0	0	0
Changes in cash	54,545	-18,378	21,107	-134,143	1,626,481	-99,248	8,730	-37,104
Cash, Beginning of month	15,994	70,539	52,161	73,266	-60,875	1,565,606	1,466,358	1,475,068
Cash, End of Month	70,539	52,161	73,268	-60,875	1,505,806	1,466,356	1,475,088	1,437,963

Network One Financial Statements
For the 8 Months Ended 5/31/96

	(A)	(A)	(A)	(A)	(A)	(A)	(A)	(A)	YTD Total	%	YTD Budget
	Oct-95	Nov-95	Dec-95	Jan-96	Feb-96	Mar-96	Apr-96	May-96			
Summary Income Statement											
Equipment business days	22.75	19.71	18.27	21.76	20.67	23.67	19.13	22.67			
	18,085	18,527	18,679	18,683	18,472	17,848	21,134	17,576			
TOTAL REVENUES	411,430	366,210	344,892	410,887	381,819	422,413	404,293	398,440	3,129,384	100.0%	3,244,419
TOTAL COST OF SERVICES	279,892	259,665	219,034	383,317	366,314	298,995	283,777	293,676	2,186,860	89.7%	2,255,740
GROSS PROFIT	131,738	106,545	125,858	128,370	114,904	123,818	120,516	104,764	952,524	30.3%	988,679
SALES & MARKETING EXPENSES											
IN HOUSE SALES	42,980	23,362	41,447	46,272	46,303	40,846	17,321	21,284	280,215	8.9%	295,678
AGENT SALES	11,212	11,815	9,719	16354	13,723	9,878	11,941	14,759	104,411	3.3%	101,355
TELEMARKETING	5,801	4,868	4,049	4,433	4,829	8,160	4,421	7,677	46,238	1.5%	45,449
MARKETING	6,391	4,113	11,099	4,480	10,627	8,601	9795	12,164	67,230	2.1%	64,923
TOTAL SALES & MARKETING	66,384	44,158	66,314	71,539	74,681	67,485	51,699	55,875	498,094	15.9%	507,406
CUSTOMER SERVICE	10,399	7,718	8,100	8,420	12,816	14,685	8,181	13,950	84,447	2.7%	88,629
ADMINISTRATION											
Salaries / Bonus Exec	6,500	6,500	6,500	6,500	6,500	6,500	12,918	15,836	69,754	2.2%	81,999
Salaries / Bonus Staff	10,333	9,994	11,537	13,389	16,341	19,970	16,590	13,846	111,780	3.6%	108,597
Employment Related Expenses	6,795	5,300	8,124	12,524	17,663	13,670	13,573	14,840	77,848	2.5%	85,732
Billing Expense	8,306	7,810	8,284	9,989	7,646	7,942	5,953	8,632	55,900	1.8%	65,638
Accounting	3,544	2,469	2,844	11,745	9,191	6,750	6,589	6,468	44,232	1.4%	49,593
Bad Debt	5,143	5,478	4,382	5,078	5,728	5,344	4,043	3,984	35,166	1.1%	42,829
Bank Charges	466	423	518	603	376	1,003	1,227	613	4,508	0.1%	4,378
Collection Expense	330	580	900	962	1,428	979	465	480	5,613	0.2%	10,990
Consulting & Contract Labor	2,500	0	0	0	2,500	5,713	3,245	2,500	13,958	0.4%	18,250
Dues & Subscriptions					1,515	3,445	375	385	5,335	0.2%	1,665
Education & Services		79	671			422	0	0	1,172	0.0%	2,600
Equipment Rental	1,197	1,379	2,168	1,166	1,167	1,170	2,822	1,197	11,089	0.4%	13,997
Legal	6,304	2,283	2,716	1,500	1,540	718	1,369	0	16,411	0.5%	21,822
Miscellaneous	0	117	425	316	117	210	87	737	1,274	0.0%	2,777
Office Postage & Repairs	2,336	4,379	4,922	2,501	5,018	2,335	4,678	3,485	26,167	0.8%	29,921
Rent	4,515	4,212	4,212	4,354	3,975	4,112	4,112	4,112	29,492	0.9%	33,604
Taxes & Licenses	449	256	1,301	5,951	2,053	308	2,813	2,443	13,181	0.4%	11,991
Telephone	3,884	4,030	2,991	3,256	3,319	3,733	2,476	2,048	23,489	0.7%	25,905
Travel & Enter. Trade Shows	1,462	731	3,013	2,717	3,134	3,768	2,695	13,804	17,719	0.6%	27,657
TOTAL ADMINISTRATION	63,856	58,770	65,578	82,423	89,432	90,141	86,166	95,629	534,387	17.0%	637,945
TOTAL OPERATING EXPENSES	140,639	108,644	139,992	162,383	176,928	172,511	146,008	165,454	1,047,104	33.4%	1,233,980
EBITDA	-8,900	-3,089	-14,134	-37,912	-62,923	-48,693	-25,492	-60,689	-199,344	-6.3%	-348,301
Acquisition Expenses & Executive Bonus	0	0	0	5,000	189,714	0	40,000	0	234,714	7.5%	80,000
Depreciation & Amortization	872	873	2,418	1,387	1,387	1,387	1,387	1,387	11,097	0.4%	165,977
Interest Expense	7,535	5,299	6,342	7,506	5,956	2,857	3,321	3,189	41,809	1.3%	42,330
Interest Income	0	0	0	0	4,512	5,561	5,552	5,365	21,010	0.7%	15,146
Taxes	0	0	0	0	0	0	0	0	0	0.0%	0
Net Income	-17,307	-9,281	-22,892	-50,907	-254,569	-47,176	-59,533	-60,608	-822,252	-16.6%	-520,249

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of July, 1996 between CRG International, Inc. d/b/a Network One, a Georgia corporation ("Purchaser" or "Network"), and Freedom Communications Corporation, a Florida corporation ("Seller" or "FCC").

WHEREAS, Seller conducts business as a reseller of long distance telecommunications services and has established a retail end user customer base with operations headquartered in Boca Raton, Florida; and

WHEREAS, Purchaser desires to purchase selected assets of Seller on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, representations and warranties herein contained, it is hereby agreed as follows:

1. Sale and Transfer of Assets.

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller, the assets of Seller listed below (the "Assets"):

- (a) All customer accounts (the "Customer Accounts"), as reflected in Schedule 1(a), including all customer lists, customer records, customer files, customer data, letters of agency and similar items related to same;
- (b) All accounts receivable (the "Accounts Receivable"), as reflected in Schedule 1(b), associated with and derived from the customer accounts;
- (c) All of Seller's rights under any agreements, application forms, term contracts, letters of agency and all other contractual instruments related to the Customer Accounts (collectively, the "Customer Contracts"), including but not limited to Seller's right to assert claims and take other rightful actions with respect to breaches, defaults and other violations of such Customer Contracts; and
- (d) All customer and other deposits, if any, held by Seller related to the Customer Accounts.

Initials Seller _____
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2. The Closing

2.1 Place and Date

The closing of the purchase and sale of the Assets (the "Closing") shall take place either by overnight delivery of all necessary documentation and instruments of transfer or at the offices of Purchaser, 2161 Newmarket Parkway, Suite 162, Marietta, Georgia, 30067, at or before 10:00 a.m., local time, on or before July 2, 1996, provided that the conditions set forth in Section 7 hereof have been satisfied. The date of the Closing is herein referred to as the "Closing Date."

2.2 Transfer of Assets

(a) At the Closing and subject to the terms and conditions of this Agreement, Seller shall deliver to Purchaser the following, and simultaneously with such delivery, Seller shall take such action as may be necessary or reasonably requested by Purchaser to place Purchaser in possession and control of the Assets:

(i) Such bills of sale, assignments, novation agreements, master letters of agency or other instruments of transfer and assignment as shall be necessary to vest in Purchaser title to the Assets sold and assigned under this Agreement, free and clear of all liens, claims and encumbrances;

(ii) Copies of resolutions of the Board of Directors of Seller authorizing the execution, delivery and performance of this Agreement by Seller and a certificate of Seller's secretary, dated the Closing Date, that such resolutions were duly adopted and are in full force and effect;

(iii) A current list of the Customer Accounts to be transferred with an accounts receivable aging report for such Customer Accounts;

(iv) Such other certificates or other documents or instruments as the Purchaser or Purchaser's counsel may reasonably request.

(b) At the Closing, as a condition to Seller's obligations under this Agreement, Purchaser shall deliver to Seller the following:

(i) All instruments as may be reasonably necessary by which Purchaser assumes the obligations and liabilities to be assumed by it hereunder;

(ii) Copies of resolutions of the Board of Directors of Purchaser authorizing the execution, delivery and performance of this Agreement by Purchaser and a certificate of Purchaser's secretary, dated the Closing Date, that such

Initials: Seller _____
Purchaser _____

resolutions were duly adopted and are in full force and effect; and

(iii) Such other certificates or other documents or instruments as Seller or Seller's counsel may reasonably request.

2.3 Purchase Price; Adjustments; Payment of the Purchase Price. In full consideration for the Assets to be transferred to Purchaser, Purchaser shall pay to Seller a combination of consideration (the "Purchase Price") as follows:

(a) **Assumption of Witel Obligations.** Purchaser shall assume Seller's indebtedness due and owing to Witel Network Services, Inc. in the amount of [REDACTED] for services rendered through and including May 31, 1996, and Purchaser shall assume Seller's indebtedness due and owing to Witel Network Services, Inc. for services rendered from June 1, 1996 forward. At the time of Closing, Purchaser will forward to Witel Network Services, Inc. by overnight mail a check in the amount of [REDACTED]. On or before July 31, 1996, Purchaser will forward to Witel Network Services, Inc. a check in the amount of [REDACTED].

(b) **Cash Portion.** Purchaser agrees to pay Seller [REDACTED] in cash, said cash to be paid in the form of allowing Seller to keep the first [REDACTED] in payments on the Accounts Receivable listed on Schedule 1(b) collected by Seller pursuant to Paragraph 12.1, below. It is understood and agreed by the parties that Seller must receive [REDACTED] pursuant to this Paragraph 2.3(b), net of any and all sales and telecommunications taxes.

2.4 Allocation of Payment of Purchase Price

The purchase price shall be allocated among the Assets, in Purchaser's sole discretion, in accordance with Purchaser's desired tax and accounting treatment, and all tax returns filed by the parties shall be consistent with such allocation. Seller and Purchaser shall each file all applicable state and IRS forms in a consistent manner and in accordance with such allocation and applicable law and regulations.

2.5 Assumption of Specific Liabilities. By entering into this Agreement and consummating the transactions contemplated hereby, Purchaser is not assuming any obligations of Seller except as listed in this paragraph 2.5:

(a) **Witel Obligations.** Purchaser shall assume Seller's past and future obligations to Witel Network Services, Inc. in accordance with the terms of Paragraph 2.3(a) above and Purchaser shall indemnify Seller with respect to same.

(b) **Agent Contracts.** Purchaser shall assume the relevant governing agreements between Seller and its various sales agents (the "Agent Contracts") and

Initials: Seller _____
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shall subsequently honor and discharge Seller's obligations thereunder. All Agent Contracts are attached hereto and made a part hereof, in globo, as **Exhibit 2.5(b)**.

(c) **Sales and Telecommunications Taxes**. Purchaser shall assume Seller's sales and telecommunications tax payable as of the Closing Date as it relates to the Accounts Receivable and any unbilled accounts receivable associated with the Customer Accounts. Purchaser further acknowledges that it shall be responsible for any sales and telecommunications tax liability with respect to services rendered subsequent to the Closing Date relative to the Customer Accounts.

2.6 Limitation on Assumption of Liabilities

Purchaser shall not be liable for any of the obligations or liabilities of Seller, of any kind or nature, other than those specifically assumed by Purchaser in Paragraph 2.5 above. Seller shall pay, perform and discharge all of its valid liabilities and obligations which are not so assumed by Purchaser and shall specifically indemnify and hold harmless Purchaser from and against same.

3. Representations and Warranties of Seller

Seller represents and warrants to Purchaser as follows:

3.1 Organization and Authority

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

3.2 Authorization of Agreement

The Board of Directors of Seller, pursuant to the power and authority legally vested in it, has duly authorized the execution, sealing and delivery of this Agreement by Seller and the transactions hereby contemplated, and no action, confirmation or ratification by the stockholders of Seller or by any other person, entity or governmental authority is required in connection therewith. Seller has the power and authority to execute, seal and deliver this Agreement, to consummate the transactions hereby contemplated and to take all other actions required to be taken by it pursuant to the provisions hereof. Seller has taken all actions required by law, its Certificate of Incorporation, its Bylaws or otherwise to authorize the execution, sealing and delivery of this Agreement. This Agreement is valid and binding upon Seller in accordance with its terms. Neither the execution, sealing and delivery of this Agreement nor the consummation of said transactions will constitute any violation or

Initials Seller _____
Purchaser _____

breach of the Certificate of Incorporation or the Bylaws of Seller, or any order, writ, injunction, decree, law, rule or regulation applicable to Seller.

3.3 No Conflicts

To the best of Seller's knowledge, the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated hereby: (i) do not and will not with or without the giving of notice or passage of time or both, violate, conflict with or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of, or result in a creation of any mortgage, security interest, claim, lien, charge or other encumbrance upon any of the Assets pursuant to, or otherwise give rise to any liability or obligation under any agreement, mortgage, deed of trust, license, permit or other agreement or instrument, or any order, judgment, decree, statute, regulation or any other restriction of any kind or description to which Seller is a party or by which Seller or the Assets may be bound; and (ii) will not terminate or result in the termination of any such agreement or instrument, or in any way affect or violate the terms and conditions of, or result in the cancellation, modification, revocation or suspension of, any rights in or to the Assets.

3.4 Title to Purchased Assets

Seller has, and on the Closing Date will have, good and marketable title to all of the Assets free and clear of all claims and encumbrances, except claims and encumbrances listed on **Schedule 3.4**.

3.5 Material Contracts

Except as disclosed in **Schedule 3.5** hereto, Seller is not a party to or bound by any material written or oral contracts, obligations or commitments related to the Customer Accounts or the Accounts Receivable. Seller has delivered or made available to Purchaser correct and complete copies of all of the contracts, agreements and other documents listed in Schedule 3.5 hereto and all amendments thereto and waivers granted thereunder. The rights and interest of Seller in all such contracts and agreements may be assigned to Purchaser without the consent of any other person, except as otherwise disclosed on Schedule 3.5, and at the Closing, Purchaser will acquire all such rights and interest. There are no unresolved disputes pending or, to the best knowledge of Seller, threatened under or in respect of any such contracts or agreements. All such contracts and agreements are valid and effective in accordance with their respective terms.

Initials: Seller _____
Purchaser _____

3.6 Customer Relationships

Seller has no knowledge that any Customer Account has been terminated or is expected to be terminated, in whole or in part; provided, however, that this subsection shall not be construed as a representation, warranty, or guarantee that any such customer will, after the Closing, maintain its present business relationship with Purchaser. To the best of Seller's knowledge, no director or officer of Seller has any direct or indirect interest in any such Customer Accounts.

3.7 Litigation; Compliance

(a) To the best of Seller's knowledge, there are no actions, suits, proceedings or arbitrations or governmental investigations pending or threatened against, by or affecting Seller (or to the best of the knowledge of Seller, any basis therefor) in which, individually or in the aggregate, an unfavorable determination could materially and adversely affect any of the Assets or impede execution or performance of this Agreement. Seller has not received any notice of any violation of any applicable Federal, State, local or foreign law, rule, regulation, ordinance, order or decree relating to the Assets, and Seller is not aware of any threatened claim of such violation or any basis therefor.

(b) To the best of Seller's knowledge, Seller has complied and is in compliance in all material respects with all laws, rules, regulations, ordinances, orders, decrees, writs, injunctions, building codes, safety, fire and health codes, or other governmental restrictions applicable to Seller, or the Assets.

(c) To the best of Seller's knowledge, Seller has all governmental licenses, permits, approvals or other authorizations presently required to service the Customer Accounts, all of which are in full force and effect and all of which are listed on Schedule 3.7(c) hereto.

3.8 Disclosure

To the best of Seller's knowledge, no representation or warranty by Seller and no statement or certificate furnished or to be furnished by or on behalf of Seller to Purchaser pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

Initials: Seller _____
Purchaser _____

3.9 Disclaimer of Fraudulent Intent

Seller represents and warrants that the transactions described in this Agreement have been undertaken in good faith, considering its obligations to any person or entity to whom Seller owes a right to payment, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured (collectively such persons with such claims are called "**Creditors**" under this paragraph), and has undertaken these transactions without any intent to hinder, delay or defraud any such Creditors, and either has disclosed in the ordinary course of business or will undertake to disclose to all such Creditors the existence of this transaction, and has not and will not conceal this transaction or the proceeds to this transaction from any such Creditors. Seller further represents and warrants that: (1) it will not retain possession or control of any of the property transferred under this Agreement following the Closing, except as expressly provided in this Agreement and then only for and on behalf of the account of the Purchaser; (2) the Seller has not been sued or threatened with suit by any Creditor prior to the execution of this Agreement; (3) the Seller has not removed or concealed any assets from any Creditors; (4) the Seller has not incurred any substantial debt that is significantly greater than the normal and customary debts of the Seller in the ordinary course of business; (5) the Seller at Closing believes in good faith that Seller will receive consideration reasonably equivalent to the value of the Assets transferred under this Agreement; and (6) no applicable bulk sales law or similar statute exists which would prevent the sale of the Assets to Purchaser or require approval by any of Seller's creditors of the sale of the Assets to Purchaser.

4. Representations and Warranties of Purchaser

Purchaser represents and warrants to Seller as follows:

4.1 Corporate Status

Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia with full corporate power and authority to carry on its business as now conducted.

4.2 Authority for Agreement

Purchaser has the power and authority to execute and deliver this agreement and to carry out its obligations hereunder. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed by

Initials Seller _____
Purchaser _____

Purchaser and the transactions contemplated by it constitute the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms. No consent, approval, or authorization of, or declaration, filing, or registration with, any federal or state governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement, except approval of applicable public service commissions.

4.3 No Conflicts

To the best of Purchaser's knowledge, the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated hereby: (i) do not and will not with or without the giving of notice or passage of time or both, violate, conflict with or result in a breach or termination of any provision of, or constitute a default under, or accelerate or permit the acceleration of the performance required by the terms of, or result in a creation of any mortgage, security interest, claim, lien, charge or other encumbrance upon any of the Assets pursuant to, or otherwise give rise to any liability or obligation under any agreement, mortgage, deed of trust, license, permit or other agreement or instrument, or any order, judgment, decree, statute, regulation or any other restriction of any kind or description to which Purchaser is a party or by which Purchaser or the Assets may be bound; and (ii) will not terminate or result in the termination of any such agreement or instrument, or in any way affect or violate the terms and conditions of, or result in the cancellation, modification, revocation or suspension of, any rights in or to the Assets.

5. Seller's Obligations Before Closing

Seller covenants that from the date of this Agreement and until the Closing Date:

(a) Purchaser and its counsel, accountants and other representatives shall have full access to all properties, books, accounts, records, contracts and documents of or relating to the Assets, but Purchaser shall not have access to any information not related to the Assets. Seller shall furnish or cause to be furnished to Purchaser and its representatives all data and information concerning the Assets that may be reasonably requested. Seller agrees that, unless and until the Closing has been consummated, Seller and its officers, directors and other representatives will hold in strict confidence, and will not use to the detriment of Purchaser, all data and information with respect to Purchaser and Purchaser's business and operations obtained in connection with this transaction or Agreement. If the transaction contemplated by this Agreement are not consummated, Purchaser will return to Seller all data and information that Seller may reasonably request including all documents prepared or made available to Purchaser by Seller in connection with this Agreement.

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(b) Seller will, with respect to the Customer Accounts, carry on its business and activities diligently and in substantially the same manner as they previously have been carried out and shall not make or institute any unusual or novel methods of management or operations to the detriment of Purchaser that vary materially from those methods used by Seller as of the date of this Agreement relating to the Customer Accounts, without the prior written consent of Purchaser.

6. Covenants

6.1 Transition Services

Seller shall cooperate fully with Purchaser to effect a smooth and orderly transition of the Assets purchased hereby from Seller to Purchaser. Seller covenants that it will take all reasonable measures necessary to limit any customer attrition which may otherwise result from the transactions contemplated hereby.

6.2 Further Assurances

At any time and from time to time after the Closing Date, each party shall, without further consideration, execute and deliver to the other such other instruments of transfer and assumption and shall take such other action as the other may reasonably request to carry out the transfer of the Assets and the assumption of the specific liabilities contemplated by this Agreement.

6.3 Standstill; Public Announcement

Prior to the Closing or termination of this Agreement, Seller agrees not to directly or indirectly solicit, entertain or encourage offers or negotiate with any other person or entity regarding the purchase or sale of the Assets except with respect to the release of the lien(s) and priority on the Assets currently existing in favor of Wiltel Network Services, Inc.. Seller may not announce or otherwise publicize the execution, terms or implementation of this Agreement. Purchaser may make such an announcement in sole discretion.

7. Conditions Precedent

7.1 Conditions to Obligations of Purchaser

The obligation of Purchaser to pay the Purchase Price to Seller and to satisfy its other obligations hereunder shall be subject to fulfillment (or waiver by Purchaser) at or prior to the Closing, of the following additional conditions, which Seller agrees to use its best efforts to cause to be fulfilled. By proceeding to Closing, Purchaser acknowledges that all conditions precedent to the obligations of Purchaser

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Purchaser _____

have been satisfied.

(a) **Representations, Performance**

The representations and warranties of Seller contained in Section 3 hereof shall be true in all material respects at and as of the Closing Date, except as affected by the transactions contemplated hereby. Seller shall have duly performed and complied with all agreements and conditions required by this Agreement to be performed, or complied with, by it prior to or on the Closing Date. There shall have been no material adverse change in the Customer Accounts.

(b) **Consents**

Any required material approvals, acceptances, and consents of or to the transactions contemplated hereby, shall have been applied for, including notice to applicable public service commission.

(c) **Corporate Proceedings**

All corporate and other proceedings of Seller in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such corporate proceedings, shall be reasonably satisfactory in substance and form to Purchaser, and Purchaser shall have received all such documents and instruments, or copies thereof.

7.2 **Conditions to Obligations of Seller**

The obligations of Seller to deliver the bill of sale, assignments, endorsements and other instruments of transfer relating to the Assets and to satisfy Seller's other obligations hereunder shall be subject to the fulfillment, on or prior to the Closing Date (or waiver by Seller), of the following conditions, which Purchaser agrees to use its best efforts to cause to be fulfilled:

(a) **Representations, Performance**

The representations and warranties of Purchaser contained in Section 4 hereof shall be true at and as of the Closing Date. Purchaser shall have duly performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed, or complied with, by it prior to or on the Closing Date.

Initials Seller _____
Purchaser _____

(b) **Corporate Proceedings**

All corporate and other proceedings in connection with the transactions contemplated by this Agreement, and all documents and instruments incident thereto, shall be satisfactory to Seller and Seller shall have received all such documents and instruments, or copies thereof.

(c) **No Material Changes**

No material changes in the financial position of Purchaser or material changes in the information previously disclosed to Seller shall have occurred.

8. **Use of Names**

Purchaser and its affiliated entities shall have the right to use all names currently being utilized by Seller in the conduct of its business with respect to the Customer Accounts for a period of one (1) year following the Closing Date.

9. **Indemnification Manner of Claims**

9.1 **Indemnification**. From and after the Closing Date, Seller will defend, indemnify and hold harmless Purchaser from and against any and all liability, damage, deficiency, loss, cost or expense (including reasonable attorney's fees) that is based upon or that arises out of (i) any misrepresentation or breach of any representation, warranty or agreement made by Seller herein; (ii) any obligation, debt or liability of Seller to the extent that the same is not expressly assumed herein by Purchaser; (iii); Seller's use of invalid letters of agency/authorization; (iv) unauthorized transacting of business by Seller without all necessary state and federal authority and permission; and/or (v) Seller's failure to pay any and all amounts which are owed to any applicable state or federal taxing authority.

9.2 **Manner of Claims**

Any notice of a claim by reason of any of the representations and warranties contained in this Agreement shall state specifically the representation or warranty with respect to which the claim is asserted, and the amount of liability asserted against the other party by reason of the claim.

Initials Seller _____
Purchaser _____

10. Miscellaneous

10.1 Consents of Third Parties

This Agreement shall not constitute an agreement to assign any interest in any instrument, contract, lease, permit or other agreement or arrangement of Seller, or any claim, right or benefit arising thereunder or resulting therefrom, if any assignment without the consent of a third party would constitute a breach or violation thereof or adversely affect the rights of the Purchaser or Seller thereunder. If a consent of a third party which is required in order to assign any instrument, contract, lease, permit or other agreement or arrangement or any claim, right or benefit arising thereunder or resulting therefrom, which consent Seller shall use its best efforts to obtain prior to the Closing, is not obtained prior to the Closing, or if an attempted assignment would be ineffective or would adversely affect the ability of Seller to convey its interest to the Purchaser, Seller will cooperate with Purchaser in any lawful and economically feasible arrangement to provide that Purchaser shall receive Seller's interest in the benefits under any such instrument, contract, lease, permit or other agreement or arrangement; and any transfer or assignment to Purchaser by Seller of any interest under any such instrument, contract, lease, permit or other agreement or arrangement that requires the consent of a third party shall be made subject to such consent or approval being obtained.

10.2 Expenses

Subject to the terms of Section 9 hereof, each of the parties hereto shall bear its own expenses, costs and fees (including attorney's fees) in connection with the transactions contemplated hereby, including the preparation and execution of this Agreement and compliance herewith, whether or not the transactions contemplated hereby shall be consummated.

10.3 Severability

If any term or provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the term or provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, but such term or provision shall be deemed modified or deleted as or to the extent required by applicable law. The invalidity of any one or more phrases, sentences, clauses, sections, or subsections of this Agreement shall not affect the

Initials Seller _____
Purchaser _____

remaining portions of this Agreement.

10.4 Notices

All notices, consents, requests, instructions, approvals and other communications provided for herein in regard hereto shall be validly given, made or served, if in writing and delivered personally or sent by registered or certified mail (return receipt requested), postage prepaid, (i) if to Purchaser at 2161 Newmarket Parkway, Suite 162, Marietta, Georgia, 30067, Attention: Gene E. Lane, Jr., President; and (ii) if to Seller at 33 SE 7th Street, Suite C, Boca Raton, Florida, 33432, Attention: Larry Levine, in each case at such other address as may be specified in writing to the other parties.

10.5 Amendment

This Agreement may not be amended except by an instrument in writing, duly executed and delivered on behalf of each of the parties hereto.

10.6 Waiver

Any party may waive compliance by another with any of the provisions of this Agreement. No waiver of any provisions shall be construed as a waiver of any other provision. Any waiver must be in writing.

10.7 Counterparts

This Agreement may be executed in multiple facsimile counterparts, each of which shall be deemed an original agreement, and all of which taken together shall constitute one agreement, notwithstanding that all of the parties are not signatories to the original or the same counterpart. The parties further agree that a facsimile signature shall serve as a binding signature and the parties hereby bind themselves to follow up such facsimile signatures with delivery of fully executed original documents.

10.8 Assignment

Any assignment of this Agreement or the rights or obligations hereunder by any party without the prior written consent of the nonassigning parties shall be void. Notwithstanding the foregoing, either party may assign all or any part of its rights and/or obligations to one or more affiliates, subsidiaries, parent companies or shareholders of said party. No such assignment shall relieve the assigning party of any of its obligations or duties under this Agreement.

Initials: Seller _____
Purchaser _____

10.9 Costs

In the event any action is instituted to enforce or interpret the terms of this Agreement or arises out of this Agreement, the party prevailing in such action shall be entitled to recover its reasonable attorney's fees and costs as determined by the court.

10.10 Entire Agreement; Applicable Law, etc.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Georgia applicable to contracts made and to be performed in Georgia.

10.11 Industry Terms and Phrases

All terms and phrases unique to the telecommunications industry and used within this Agreement shall be defined in accordance with the everyday meaning assigned to such terms and phrases within the industry.

10.12 Underlying Carrier Approval. The transactions contemplated by this Agreement shall be strictly contingent upon the consent and approval, in writing, of any of Seller's underlying carriers who provide service in connection with the Customer Accounts, including but not limited to Wiltel Network Services, Inc.

11. Termination

11.1 Mutual Consent. This Agreement may be terminated at any time prior to the Closing by mutual consent of Seller and Purchaser, expressed by action of their respective Boards of Directors.

11.2 Remedies on Termination. In the event any party hereto, without the right to do so under this Agreement, shall fail or refuse to consummate the transactions contemplated by this Agreement, or if any default under, or breach of, any representation, warranty, covenant or condition of this Agreement on the part of any party shall have occurred that results in the failure to consummate the transactions contemplated hereby, then, in addition to any other remedies provided in this agreement or by applicable law, the nondefaulting party shall be entitled to obtain from the defaulting party costs and expenses, including reasonable attorney's fees, incurred by it in enforcing its rights hereunder, including but not limited to the right to seek specific performance of this Agreement.

Initials: Seller _____
Purchaser _____

12. Miscellaneous

12.1 Collection of Accounts Receivable. It is understood by the parties that Seller may continue to receive payments on the Accounts Receivable subsequent to the Closing Date despite efforts to have all such payments go directly to Purchaser. Seller agrees to cooperate with Purchaser in remitting such payments to Purchaser in the manner requested by Purchaser.

Initials: Seller _____
Purchaser _____

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

CRG International, Inc.

By: _____
Name: Gene E. Lane, Jr.
Title: President

Attest:

By: _____
Name: _____
Title: Secretary

Freedom Communications Corporation

By: _____
Name: Larry Levine
Title: President

Attest:

By: _____
Name: _____
Title: Secretary

Initials Seller _____
Purchaser _____

LEON L. NOWALSKY
MONICA R. BORNE

NOWALSKY & BRONSTON, L.L.P.
ATTORNEYS AT LAW

3900 NORTH CAUSEWAY BOULEVARD
SUITE 1275
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984
FACSIMILE: (504) 831-0892
E-MAIL: NowalBron@aol.com

BENJAMIN W. BRONSTON
EDWARD P. GOTHARD
Of Counsel

**Writer's Direct Dial Number
(504) 836-7423**

August 7, 1996

DEPOSIT TREAS. REC. DATE

D355 114 AUG 09 '96

VIA FEDERAL EXPRESS

Executive Secretary
Florida Public Service Commission
2450 Schumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Authority for CRG International, Inc. d/b/a
Network One to Acquire Certain Assets of Freedom
Communication Corporation

Dear Sir:

On behalf of Network Long Distance, Inc., enclosed please find an original and thirteen (13) copies of the referenced Application. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please date stamp the enclosed duplicate copy of this letter and return to me in the envelope provided.

Please call the undersigned should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,



Edward P. Gothard

EPG/bg

Enclosures

cc: Mr. W.A. Wilson
Network One

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:
AG

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAIL ROOM
96 AUG -8 AM 10:34

LEON L. NOWALSKY
MONICA R. BORNE

NOWALSKY & BRONSTON, L.L.P.
ATTORNEYS AT LAW
3900 NORTH CAUSEWAY BOULEVARD
SUITE 1275
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984
FACSIMILE: (504) 831-0892
E-MAIL: NowalBron@aol.com

BENJAMIN W. BRONSTON
EDWARD P. GOTHARD
Of Counsel
Writer's Direct Dial Number
(504) 836-7423

August 7, 1996

DEPOSIT TREAS. REC. DATE

D355 114 AUG 09 '96

VIA FEDERAL EXPRESS

Executive Secretary
Florida Public Service Commission
2450 Schumard Oak Boulevard
Tallahassee, Florida 32399-0850

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Network One to Acquire Certain Assets of Freedom
Communication Corporation

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Please date stamp the enclosed duplicate copy of this letter and return to me in the envelope provided.

Please call the undersigned should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,

E. Gothard

EDWARD P. GOTHARD
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