



SCANNED

April 5, 1999
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

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

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

990451-TT

RE: Initial Application and Tariff of **Florida Digital Network, Inc.** for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Florida Digital Network, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

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

Questions regarding this application and proposed tariff may directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to
Florida Digital Network, Inc.

99 APR -6 AM 10:16
MAIL ROOM

Enclosures

cc: J. Senatore - FDN
file: FDN - FL
TMS: FLi9900

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

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

04460 APR-6 99

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

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

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

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

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

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

2. This is an application for / (check one):

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

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

Florida Digital Network
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801
Telephone: (407) 835-0032
Facsimile: (407) 835-1437

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

Florida Digital Network, Inc.

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

Florida Digital Network
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801
Telephone: (407) 835-0032
Facsimile: (407) 835-1437

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

Florida Digital Network
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801
Telephone: (407) 835-0032
Facsimile: (407) 835-1437

7. Structure of organization:

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

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

(a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

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

9. If incorporated, please give:

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

Corporate charter number: F98000001644

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

C T Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

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

Fictitious name registration number:

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

- (1) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.**

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (2) **officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.**

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

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

(a) **The application:**

Thomas M. Forte
Consultant to Florida Digital Network, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Mr. Matt Blocha
Vice President of Marketing and Information Services
Florida Digital Network
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801
Telephone: (407) 835-0032
Facsimile: (407) 835-1437

(c) **Tariff:**

Thomas M. Forte
Consultant to Florida Digital Network, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimilie: (FAX) 740-0613

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

Ms. Jeanne Senator
Product Marketing Manager
Florida Digital Network
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801
Telephone: (407) 835-0032
Facsimile: (407) 835-1437
Toll Free: (877) 895-82407

11. List the states in which the applicant:

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

None

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

None

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

None

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

Not applicable

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

Not applicable

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

None

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

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

13. Do you have a marketing program?

Yes

14. Will your marketing program:

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

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

Dealers will be given a commission percentage based on volume of individual orders and/or monthly volume.

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

- Residential customers Business customers
- PATS providers PATS station end-users
- Hotels & motels Hotel & motel guests
- Universities Univ. dormitory residents
- Other:(specify) _____

17. Please provide the following (if applicable):

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

Yes, Florida Digital Network, Inc. will appear on each direct bill.

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

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

A. Financial Capability

Regarding the showing of financial capability, the following applies:

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

- (1) the balance sheet
- (2) income statement
- (3) statement of retained earnings

See Attachment III.

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

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

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

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

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

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

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

See Attachment II.

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

- MTS with distance sensitive per minute rates**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with route specific rates per minute**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- MTS for pay telephone service providers.**

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

- 800 Service (Toll free)**

- WATS type service (Bulk or volume discount)**
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities

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

Travel service

Method of access is 950

Method of access is 800

900 service

Operator Services

Available to presubscribed customers

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

Available to inmates

Services included are:

Station assistance

Person to person assistance

Directory assistance

Operator verify and interrupt

Conference calling

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

The end user will dial either dial 1+ or 101xxx plus the area code, if applicable, and the terminating telephone number. Travel card and debit card customers will dial the company's toll free access number, a user specific "PIN" number and the terminating telephone number. All operator service calls will be initiated by dialing "0".

22. Other:

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. REGULATORY ASSESSMENT FEE:

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

2. GROSS RECEIPTS TAX:

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

3. SALES TAX:

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

4. APPLICATION FEE:

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

5. RECEIPT AND UNDERSTANDING OF RULES:

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

7. ACCURACY OF APPLICATION:

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. **Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".**

UTILITY OFFICIAL:

Matthew J. Blocha
Signature

3/23/9
Date

Matthew Blocha
Mr. Matt Blocha
Vice President of Marketing and
Information Systems

407-835-0308
Telephone

APPENDICES:

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

ATTACHMENTS:

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

CERTIFICATE OF TRANSFER STATEMENT

I, (Name of Client Contact, Title), of (Name of Company), and current holder of certificate number _____, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable

UTILITY OFFICIAL:

Signature

Date

Client Name and Title

Telephone

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**

- The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:

_____	_____
Mr. Matt Blocha	Date
Vice President of Marketing and Information Services	
Florida Digital Network	
390 North Orange Avenue, 20 th Floor	
Orlando, Florida 32801	
Telephone: (407) 835-0032	
Facsimile: (407) 835-1437	

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

- 1) 390 North Orange Avenue, Orlando, Florida 32801
- 2) 200 North Andrews Avenue, Ft. Lauderdale, Florida 33301
- 3) 3986 Boulevard Center Drive, Suite 100, Jacksonville, Florida 32207
- 4)

2. SWITCHES: Address where located, by type of switch and indicate if owned or leased.

- 1) None.
- 2)
- 3)
- 4)

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP	TYPE	OWNERSHIP
-------------------	-------------	------------------

- 1) None.
- 2)
- 3)

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Statewide

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

Not applicable

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

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

Not applicable

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

Not applicable.

UTILITY OFFICIAL:

Matt J. Blocha

Mr. Matt Blocha

3/23/99

Date

Vice President of Marketing and Information Services

Florida Digital Network

390 North Orange Avenue, 20th Floor

Orlando, Florida 32801

Telephone: (407) 835-0032

Facsimile: (407) 835-1437

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

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

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

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

Extended Service Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG: Clearwater.

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

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

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

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

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

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine.

Florida Digital Network, Inc. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

I certify from the records of this office that FLORIDA DIGITAL NETWORK, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on March 3, 1998.

The document number of this corporation is F98000001644.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of October, 1998



CR2EO22 (2-95)

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FLORIDA DIGITAL NETWORK, INC., a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on March 3, 1998, as shown by the records of this office.

The document number of this corporation is F98000001644.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of October, 1998



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

RECEIVED

98 MAR 23 PM 4: 18

DIVISION OF CORPORATION

March 3, 1998

CT CORP
KEVIN M. FRANCO
208 S. LASALLE ST.
CHICAGO, IL 60604

SUBJECT: FLORIDA DIGITAL NETWORK, INC.
Ref. Number: W98000004649

We have received your document for FLORIDA DIGITAL NETWORK, INC. and your check(s) totaling \$70.00. However, the document has not been filed and is being retained in this office for the following:

A certificate of existence, dated no more than 90 days prior to the delivery of the application to the Department of State, duly authenticated by the secretary of state or other official having custody of the records in the jurisdiction under the laws of which it is incorporated/organized, must be submitted to this office. translation of the certificate under oath of the translator must be attached to certificate which is in a language other than the English language. A photocopy of this certificate is not acceptable.

Please return your document, along with a copy of this letter, within 60 days your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6093.

Freta Lott
Corporate Specialist Supervisor

Letter Number: 898A00011644

Attn: Freta Lott, Please backdate!

Thx! Hope

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
MAR 23 8:51 AM '98

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

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

2. Delaware (State or country under the law of which it is incorporated)

3. Applied For (FEI number, if applicable)

4. 02/27/1998 (Date of incorporation)

5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification (Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 4575 Peachtree Dunwoody Road, Atlanta, Georgia 30342 (Current mailing address)

8. See attached purpose clause (Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

Name: C T Corporation System Office Address: c/o C T Corporation System, 1200 South Pine Island Road Plantation, Florida, 33324 (Zip Code)

10. Registered agent acceptance:

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

C T Corporation System

Handwritten signature of Francis P. Regan

(Registered agent's signature) (Officer)

Francis P. Regan, Asst. Secy. (Type Name and Title of Officer)

FILED SECRETARY OF STATE DIVISION OF CORPORATIONS 98 MAR -3 AM 8:51

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

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: Richard B. Kolsby

Address: 4575 Peachtree Dunwoody Road
Atlanta, Georgia 30342

Director: _____

Address: _____

B. OFFICERS

President: Richard B. Kolsby

Address: 4575 Peachtree Dunwoody Road
Atlanta, Georgia 30342

Vice President: _____

Address: _____

Secretary: Richard B. Kolsby

Address: 4575 Peachtree Dunwoody Road
Atlanta, Georgia 30342

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR -3 AM 8:51

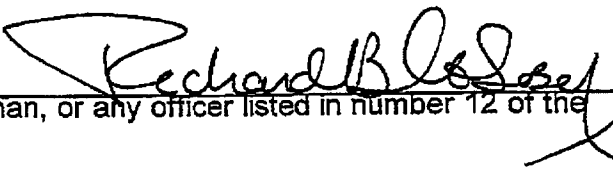
Treasurer: Richard E. Kolsby

Address: 4575 Peachtree Dunwoody Road

Atlanta, Georgia 30342

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

13.



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

14. Richard E. Kolsby, President

(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISIONS
98 MAR -3 AM 8:51

Appendix to Florida
Application by Fgn. Corp. for Authorization to Transact Business in Florida

**Purpose Clause of
Florida Digital Network, Inc.**

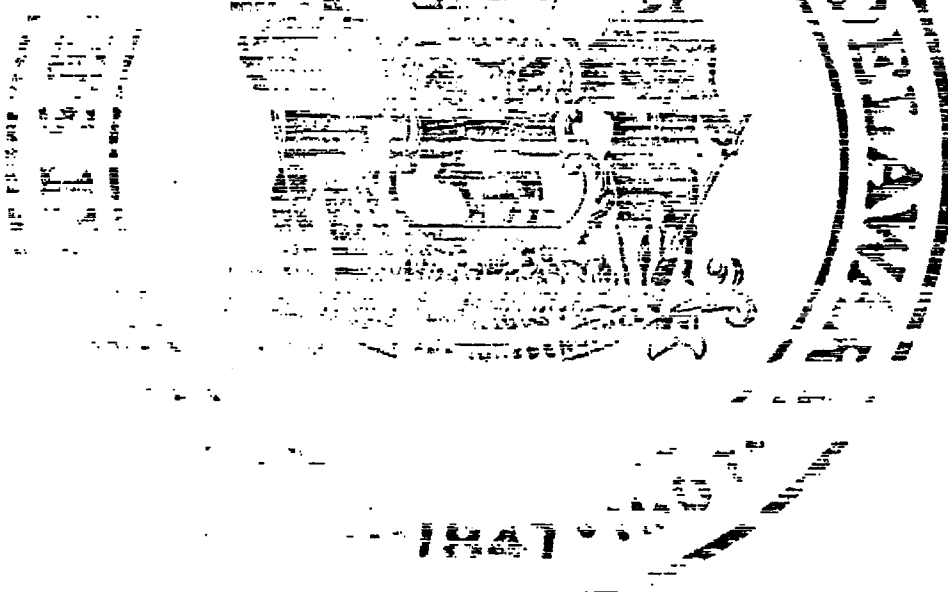
To engage in any lawful act or activity in which corporations may engage under the laws of the State of Florida, and to conduct its business, promote its purposes, and carry on its operations, both within and without the State of Florida.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR -3 AM 8:51

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FLORIDA DIGITAL NETWORK, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



FILED
SECRETARY OF STATE
98 MAR -3 AM 8:51



Edward J. Freel

Edward J. Freel, Secretary of State

2864922 8300
981077485

AUTHENTICATION: 8945383
DATE: 02-27-98

ATTACHMENT II

PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
FLORIDA DIGITAL NETWORK, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Florida Digital Network, Inc. ("Florida Digital") with principal offices located at 390 North Orange Avenue, 20th Floor, Orlando, Florida 32801. This tariff applies to 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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EFFECTIVE:

ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

CHECK SHEET

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

PAGE	REVISION	PAGE	REVISION
1	Original *	26	Original *
2	Original *		
3	Original *		
4	Original *		
5	Original *		
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* - indicates those pages includes with this filing

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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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LEC	-	Local Exchange Carrier

1.2 Definitions

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

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

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Carrier or Company - Florida Digital Network, Inc. unless otherwise indicated by the context.

Customer or Subscriber - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Florida Digital - Florida Digital Network, Inc..

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.2 Definitions, (Cont'd)**

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Non-Day - 5:00 PM up to, but not including 8:00 AM Monday through Friday and all day Saturday and Sunday.

Personal Identification Number (PIN) - See Authorization Code.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Unit - Defined as one minute of phone time accessed by a toll free (800/888) number on any of the debit cards provided by the company.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Carrier**

- 2.1.1** This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier for telecommunications between points within the State of Florida.
- 2.1.2** The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3** The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4** Carrier's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available for use twenty-four hours per day, seven days per week.
- 2.1.5** The selling of interexchange telecommunications service to uncertified interexchange resellers is prohibited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations of Service**

- 2.2.1** Carrier'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. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.2.2** The use of Carrier'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 Carrier'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** All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of 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.
- 2.2.5** 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 transferees, as well as all conditions for service.
- 2.2.6** Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.7** Carrier's services may be denied for nonpayment of charges or for other violations of this tariff on five (5) working days written notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of Carrier**

- 2.3.1** Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3** The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4** Carrier shall not be liable for any claims for loss or damages involving:
- (A) Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of Carrier, (Cont'd.)****2.3.4, (cont'd.)**

- (B) Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of Carrier's facilities and services;
- (D) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier provided facilities or services with Customer-provided facilities or services;
- (E) Breach in the privacy or security of communications transmitted over Carrier's facilities;
- (F) Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of Carrier, (Cont'd.)****2.3.4, (cont'd.)**

- (G) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- (I) Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- (J) Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (K) Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- (L) Any noncompletion of calls due to network busy conditions;
- (M) Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of Carrier, (Cont'd.)**

2.3.5 Except as otherwise provided for by applicable law or regulations or determined by a court of competent jurisdiction and unless due to Carrier's negligence, Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Except as otherwise provided for by applicable law or regulations or determined by a court of competent jurisdiction and unless due to Carrier's negligence, Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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

2.3 Liability of Carrier, (Cont'd.)

- 2.3.7** Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8** Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within 180 days after the date of the occurrence that gave rise to the claim.
- 2.3.9** CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Responsibilities of the Subscriber**

- 2.4.1** The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber 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 Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Responsibilities of the Subscriber, (Cont'd.)**

- 2.4.3** If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4** The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5** The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and 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 Subscribers. 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, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

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

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

2.4 Responsibilities of the Subscriber, (Cont'd.)

- 2.4.6** The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7** The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8** The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9** The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10** The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Cancellation or Interruption of Services****2.5.1 General**

- (A) A service is interrupted when it becomes unusable to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or **circuit to be** inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Cancellation or Interruption of Services, (Cont'd.)****2.5.2 Limitations on Allowances**

No credit allowance will be made for any interruption of service for Postpaid Calling Card Service or Prepaid Calling Card Service:

- (A) due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- (B) due to the failure of power, equipment, systems, or services not provided by Carrier;
- (C) due to circumstances or causes beyond the control of Carrier;
- (D) during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) during any period in which the Customer continues to use the service on an impaired basis;
- (F) during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) that was not reported to Carrier within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Cancellation or Interruption of Services, (Cont'd.)****2.5.3 Credits for Interruptions of Service**

- (A) It shall be the Customer's obligation to notify Carrier immediately of any service interruption 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 or by any equipment furnished by the Customer and connected to Carrier's facilities. No refund or credit will be made for the time that the Carrier stands ready to repair the service and the Customer does not provide access to the Carrier for such restoration work.
- (B) Credit allowance for the interruption of service which is not due to Carrier's testing or adjusting, to the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.1.
- (C) No credit shall be allowed for any interruption of a continuous duration of less than twenty-four (24) hours after the Customer notifies the Carrier.
- (D) The Customer shall be credited for an interruption of more than twenty-four (24) hours as follows:

Customer Credit = $A/B \times C$ where

A = outage time in hours

B = total days in month

C = total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Cancellation or Interruption of Services, (Cont'd.)**

2.5.4 Without incurring liability, Carrier 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 Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.5.5 Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Disconnection of Service by Carrier**

2.6.1 The Carrier, upon five (5) working days written notice to the customer, may, subject to the procedures set forth in 2.5.4, discontinue service or withhold the provision of ordered or contracted services without incurring liability for any of the following reasons, provided Carrier has allowed reasonable time to comply with any rule or remedy and deficiency as stated in Commission Rule 25-4.113, F.A.C.:

- (A) Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) For non-compliance with or violation of any State or municipal law, ordinance or regulation pertaining to telephone service;
- (C) For the use of telephone service for any other property or purpose than that described in the application.
- (D) For non-compliance with or violation of the Commission's regulations or the Carrier's rules and regulation on file with the Commission.

2.6.2 Service may be refused or discontinued for nonpayment of a bill if:

- (A) Carrier has made a reasonable attempt to effect collection and;
- (B) Carrier has provided the Customer with five (5) working days' prior written notice with respect to an unpaid bill. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if Carrier determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Disconnection of Service by Carrier, (Cont'd.)**

2.6.3 Prior to the discontinuance of service, Carrier shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) working days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (877) 895-8240 as a toll-free number at which a Carrier representative can be reached to provide additional information about the discontinuance.

2.6.4 Carrier may discontinue service without notice for any of the following reasons:

- (A) If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network or uses equipment in such a manner as to adversely affect Carrier's equipment, cause a hazard or interfere with Carrier's service to others.
- (B) If a Customer or User uses Carrier's services in an unauthorized or fraudulent manner. When service is disconnected for fraudulent use of service, the Carrier may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate the illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from the fraudulent use.

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Orlando, Florida 32801

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Billing Arrangements**

- 2.7.1** Carrier will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.2** All charges due by the Customer are payable at any agency duly authorized to receive such payments.

2.8 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within 180 days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within 180 days of the billing date:

- 2.8.1** First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.8.2** Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the Florida Public Service Commission. The Commission's address is:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

ISSUED: April 6, 1999

EFFECTIVE:

ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Commission Ordered Refunds**

Carrier will follow Rule 25-24.490, F.A.C. which references Commission Rule 25-4.114, F.A.C. in calculating and paying interest and refunds, with the exception of deposit refunds, ordered by the Commission.

2.10 Complaint Procedures

Inquiries, general questions or complaints may be directed informally to Carrier in person at Carrier's office located at 360 North Orange Avenue, 20th Floor, Orlando, Florida, 32801. Customers may also contact Carrier by dialing the toll-free number (877) 895-8240.

Complaints concerning the charges, practices, facilities, or services of Carrier will be investigated promptly and thoroughly. Carrier will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Carrier to review and analyze its procedures and actions. Carrier will maintain for at least six (6) months a record of all signed written complaints. Each signed letter of complaint shall be acknowledged in writing or by contact by a representative of the Carrier. The records maintained by Carrier under this tariff will be available for inspection by the Commission or its staff upon request. Within fifteen (15) days of the receipt of a complaint, Carrier will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes.

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ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Provision of Information**

2.11.1 Pursuant to Commission Rule 25-24.490(3), upon request of any person, Carrier will provide, either verbally or in writing, information on any nonrecurring charge, any monthly service charge or minimum usage charge, company deposit practices, any charges applicable to call attempts not answered, a statement of when charging for a call begins and ends and a statement of billing adjustment practices for wrong numbers or incorrect bills.

2.11.2 Carrier will provide this information to new customers in the first bill or in a separate mailing no later than the first bill.

2.12 Directory Assistance

Carrier will provide Directory Assistance at the rates specified in 4.14.

2.13 Deposits

Carrier does not require a deposit from the Customer.

2.14 Advance Payments

Carrier reserves the right to validate the credit worthiness of Subscribers or Users. For Customers whom the Carrier feels an advance payment is necessary, the Carrier 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.

2.15 Taxes

All federal excise taxes, and State and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will **not be billed** as a separate line item.

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch. The minimum call duration for billing purposes is six seconds for a connected call. Calls beyond six seconds are billed in initial and additional six second increments. Any fraction portion of a call will be rounded up to the next highest billing increment.

3.3 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.3 Minimum Call Completion Rate**

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

3.4 Message Telecommunications Services

Message Telecommunications Services ("MTS") is offered to residential and business customers and consist of the furnishing of outbound message telephone service between telephone stations located within the state. MTS is available on both a switched and dedicated basis. Calls are billed in initial and additional six second increments, with any fractional portion of call rounded up to the next highest billing increment.

3.5 Toll Free (8xx) Services

Toll Free (8xx) service, offered to residential and business customers, is an inbound-only service in which callers located within the State may place toll-free calls to a telephone in the toll free area code assigned to the Customer. Toll free Service is available on both a switched and dedicated basis. Calls are billed in initial and additional six second increments, with any fractional portion of call rounded up to the next highest billing increment.

3.6 Postpaid Calling Card Service

Postpaid calling card service is available to residential and business customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill. Calls are billed in initial and additional one minute increments, with any fractional portion of call rounded up to the next highest billing increment.

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.8 Operator Services**

Operator Service includes the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.8.1 Operator Dialed Surcharges

The Operator Dialed surcharges apply to Operator Station and Person-toPerson calls and calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial the appropriate operator code and requires prompting by the operator system to dial the called station or requests the operator to dial the called station. The operator dialed surcharge applies in addition to any other applicable operator charges. The charge does not apply to:

- (A) calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on Carrier's network;
- (B) calls in which an operator places a call for a calling party who identifies him/herself as being handicapped and unable to dial because of the handicap.

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EFFECTIVE:

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE

4.1 Rate Schedules

The regulations set forth in this section govern the application of rates for services as set forth in other sections of this tariff.

4.1.1 Message Telecommunications Services

(A) **Switched OffNet Calls - Intrastate calls** - All calls are billed in six (6) initial and additional period increments.

	CONTRACT/TERM PLANS			
Monthly Commitment	Month To Month Initial/Add'l. Period	1 Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$ 0 - \$150	\$0.0120	\$0.0110	\$0.0105	\$0.0100
\$151 - \$350	\$0.0110	\$0.0105	\$0.0100	\$0.0095
\$351 - \$750	\$0.0105	\$0.0100	\$0.0095	\$0.0900
\$751 +	\$0.0100	\$0.0095	\$0.0090	\$0.0085

(B) **Switched OnNet Calls - Intrastate Calls** - All calls are billed in six (6) initial and additional period increments.

	CONTRACT/TERM PLANS			
Monthly Commitment	Month To Month Initial/Add'l. Period	1 Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$ 0 - \$150	\$0.0100	\$0.0095	\$0.0090	\$0.0085
\$151 - \$350	\$0.0095	\$0.0090	\$0.0085	\$0.0080
\$351 - \$750	\$0.0090	\$0.0085	\$0.0080	\$0.0075
\$751 +	\$0.0080	\$0.0075	\$0.0073	\$0.0070

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)

4.1 Rate Schedules, (Cont'd.)

4.1.1 Message Telecommunications Services, (cont'd.)

(C) Dedicated OnNet Calls - All calls are billed in six (6) initial and additional period increments.

(1) IntraLATA Calls

	CONTRACT/TERM PLANS			
Monthly Commitment	Month To Month Initial/Add'l. Period	1 Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$3,000 - \$5,000	\$0.0095	\$0.0090	\$0.0085	\$0.0080
\$5,001 - \$10,000	\$0.0085	\$0.0080	\$0.0075	\$0.0073
\$10,001 +	\$0.0075	\$0.0073	\$0.0070	\$0.0067

(2) InterLATA Calls

	CONTRACT/TERM PLANS			
Monthly Commitment	Month To Month Initial/Add'l. Period	1 Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$3,000 - \$5,000	N/A	\$0.0075	\$0.0073	\$0.0070
\$5,001 - \$10,000	N/A	\$0.0073	\$0.0070	\$0.0070
\$10,001 +	N/A	\$0.0070	\$0.0070	\$0.0070

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EFFECTIVE:

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)

4.1 Rate Schedules, (Cont'd.)

4.1.2 Toll Free (8xx) Services

(A) Switched OffNet Calls - Intrastate calls - All calls are billed in six (6) initial and additional period increments.

CONTRACT/TERM PLANS				
Monthly Commitment	Month To Month Initial/Add'l. Period	1Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$ 0 - \$150	\$0.0120	\$0.0110	\$0.0105	\$0.0100
\$151 - \$350	\$0.0110	\$0.0105	\$0.0100	\$0.0095
\$351 - \$750	\$0.0105	\$0.0100	\$0.0095	\$0.0900
\$751 +	\$0.0100	\$0.0095	\$0.0090	\$0.0085

(B) Switched OnNet Calls - Intrastate Calls - All calls are billed in six (6) initial and additional period increments.

CONTRACT/TERM PLANS				
Monthly Commitment	Month To Month Initial/Add'l. Period	1Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$ 0 - \$150	\$0.0120	\$0.0110	\$0.0105	\$0.0100
\$151 - \$350	\$0.0110	\$0.0105	\$0.0100	\$0.0095
\$351 - \$750	\$0.0105	\$0.0100	\$0.0095	\$0.0900
\$751 +	\$0.0100	\$0.0095	\$0.0090	\$0.0085

ISSUED: April 6, 1999

EFFECTIVE:

ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)

4.1 Rate Schedules, (Cont'd.)

4.1.2 Toll Free (8xx) Services, (cont'd.)

(C) **Dedicated OnNet Calls - Intrastate Calls** - All calls are billed in six (6) initial and additional period increments.

	CONTRACT/TERM PLANS			
Monthly Commitment	Month To Month Initial/Add'l. Period	1 Year Term Initial/Add'l. Period	2 Year Term Initial/Add'l. Period	3 Year Term Initial/Add'l. Period
\$3,000 - \$5,000	N/A	\$0.0095	\$0.0090	\$0.0085
\$5,001 - \$10,000	N/A	\$0.0090	\$0.0085	\$0.0080
\$10,001 +	N/A	\$0.0085	\$0.0080	\$0.0075

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EFFECTIVE:

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)

4.1 Rate Schedules, (Cont'd.)

4.1.3 Postpaid Calling Card Service

Per Minute Rates	\$0.15
Per Call Surcharge	\$0.75

4.1.4 Directory Assistance

Per local number	\$0.45
Per IntraLATA or InterLATA number	\$0.85
Directory Assistance Call Completion (The applicable DA charge also applies)	\$0.35

4.1.5 Operator Assisted Services

(A) Per Minute Rates	\$0.30
(B) Operator Dialed Surcharges	
Person - To - Person	\$3.25
All other charges	\$1.75

ISSUED: April 6, 1999

EFFECTIVE:

ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)**4.2 Late Payment Charges**

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.7.2 preceding, will be subject a late payment charge of 1.5% per month.

4.3 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value of the returned check does not exceed \$50.00, \$30.00 if the face value of the returned check does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value of the returned check exceeds \$300.00 or 5% of the value of the returned check, whichever is greater.

4.4 Restoration of Service Charge

A reconnection fee of \$35 per occurrence is charged when service is reestablished for customers who had been disconnected for non-payment.

4.5 Special Promotional Offerings

Carrier may from time to time offer special promotional services to its customers waiving certain charges. These promotions will not discriminate among similarly situated Customers and will be approved by the Commission with specific starting and ending dates.

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EFFECTIVE:

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390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

SECTION 4 - RATE SCHEDULE, (CONT'D.)**4.6 Special Rates for the Handicapped****4.6.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.6.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.6.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

ISSUED: April 6, 1999**EFFECTIVE:**

ISSUED BY: Matt Blocha, Vice President
390 North Orange Avenue, 20th Floor
Orlando, Florida 32801

ATTACHMENT III

FINANCIAL STATEMENTS

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

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.

Florida Digital Network, Inc.
Income Statement
For the Month Ending January 31, 1999

	Actual	Budget	Variance
Revenues			
Orlando	-	-	-
Ft. Lauderdale	-	-	-
Jacksonville	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
Cost of Goods Sold			
Orlando	-	-	-
Ft. Lauderdale	-	-	-
Jacksonville	-	-	-
Total Cost of Goods Sold	<u>-</u>	<u>-</u>	<u>-</u>
Expenses			
Orlando	12,121	63,894	51,773
Ft. Lauderdale	1,122	101,663	100,541
Jacksonville	-	50,756	50,756
Total Expenses	<u>13,243</u>	<u>216,313</u>	<u>203,070</u>
EBITDA	(13,243)	(216,313)	203,070
Corporate Expense	(137,046)	(210,455)	73,409
Post-Corporate EBITDA	(150,289)	(426,768)	276,479
Interest Income	10,478	-	10,478
Depreciation Expense	(3,156)	(11,503)	8,347
Total Other	<u>7,322</u>	<u>(11,503)</u>	<u>18,825</u>
Net Income	<u>(142,967)</u>	<u>(438,271)</u>	<u>295,304</u>

Florida Digital Network, Inc.
Balance Sheet
January 31, 1999

	Corporate	Orlando	Ft Lauderdale	Jacksonville	Total
Assets					
Cash	1,659,434				1,659,434
Accounts Receivables					-
Other	20,525		652	9,582	30,759
Total Current Assets	<u>1,679,959</u>	<u>-</u>	<u>652</u>	<u>9,582</u>	<u>1,690,192</u>
Gross PP&E	489,469	2,740,025	2,997,276	1,171,955	7,398,724
Accumulated Depreciation	(13,089)				(13,089)
Net PP&E	<u>476,380</u>	<u>2,740,025</u>	<u>2,997,276</u>	<u>1,171,955</u>	<u>7,385,635</u>
Other Assets	643,142		17,980	9,582	670,704
Total Assets	<u>2,799,481</u>	<u>2,740,025</u>	<u>3,015,907</u>	<u>1,191,118</u>	<u>9,746,531</u>
Liabilities & Shareholders Equity					
Accounts Payable	1,783,771				1,783,771
Accrued Expenses	(5,000)				(5,000)
Other					-
Total Current Liabilities	<u>1,778,771</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,778,771</u>
Interest Payable					-
Long Term Liabilities					-
Senior Debt					-
High Yield Debt					-
Total Long-Term Debt					-
Shareholders Equity					
Preferred Stock	8,969,911				8,969,911
Common Stock					-
Retained Earnings	(827,495)	(14,636)	(21,605)	(5,448)	(869,184)
Net Income	(129,724)	(12,121)	(1,122)		(142,966)
Total Shareholders Equity	<u>8,012,691</u>	<u>(26,756)</u>	<u>(22,727)</u>	<u>(5,448)</u>	<u>7,957,760</u>
Total Liabilities & Shareholders Equity	<u>9,791,462</u>	<u>(26,756)</u>	<u>(22,727)</u>	<u>(5,448)</u>	<u>9,736,531</u>

Footnotes:

- (1) Per the stockholder's agreement interest accrues and is cumulative on the equity investment at 10% per annum. This interest will only be paid upon a realization event as specified in the stockholder's agreement. Those include the sale, dissolution, or winding-up of the Corporation.

ATTACHMENT III - A
FLORIDA DIGITAL NETWORK, INC.
Financial Resources Statement

Florida Digital Network, Inc. ("Florida Digital") is providing its January 31, 1999 Financial Statements with its application as proof of the company's anticipated Florida revenue projections. Florida Digital is a start-up corporation with switches presently in Orlando, Fort Lauderdale and Jacksonville. The company current asset/current liabilities ratio is very near the 1 to 1 relationship, a good indicator for a new venture. Moreover, Florida Digital has very positive shareholder equity, enough to carry the company during its initial phases of operation.

Florida Digital proposes to operate as a reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting its Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that Florida Digital has the managerial experience and entrepreneurial skill necessary to run the company.

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

Michael Gallagher – Director & President/CEO

Mr. Gallagher is also a CLEC pioneer and has extensive experience as a CLEC and IXC industry executive and most recently served as Regional Vice President for Brooks Fiber Communications (WorldCom), where he had overall responsibility for all operations, engineering, finance and sales in Texas. Mr. Gallagher came to Brooks from the merger of Metro Access Networks (MAN), where he was president and co-founder of the Texas regional CLEC. At MAN, Mr. Gallagher developed all business strategies, designed network architecture and secured contracts with the companies original customer base. Prior to MAN, Mr. Gallagher worked for Williams Telecommunications Group (WilTel) in sales management and Intermedia Communications in sales. He holds a BS in Mathematics and Physics from Rollins College.

James DaBramo – Vice President of Sales

Mr. DaBramo was most recently VP of Sales for Brooks Fiber, Texas region, where he was responsible for all sales of CLEC services. He oversaw a sales force in Dallas, Fort Worth, Austin, San Antonio, Houston and Waco and has successfully pioneered new marketing strategies for competitive local exchange services. Mr. DaBramo was a key player in the start-up of MAN, Brooks Fiber's predecessor, securing many key customer contracts. Prior to joining MAN, he worked for Bell Atlantic and WilTel in National Accounts.

Ryan Hand – Vice President of Operations and Engineering

Mr. Hand most recently served as VP of Operations for Brooks Fiber, Texas Region, where he was responsible for all operations, engineering and service delivery for all special access and CLEC products. This encompassed six cities, over 500 route miles of fiber optic cables, four DMS-500 central office switching systems, and several hundred customers. He personally oversaw the installation and turn-up of the Houston network and operations. Prior to working for MAN, Mr. Hand worked for Teleport Communications for 2 years and NORTEL for 11 years.

Matthew Blocha – Vice President of Marketing and Information Systems

Has held various positions in 7 years with WilTel and WorldCom; including Major Account Manager (Florida Region) and Manager of Strategic Data Planning. Most recently, he was Director of Product Development with MAN and Brooks Fiber. Mr. Blocha designed and implemented Metro Access Network's successful "Friendly Interface Service" statewide ATM based LAN transport products.

The Management Team's Successful History

The FDN Management team has worked together for 10 years in various successful ventures as outlined below.

Intermedia Communications Inc, (ICI)

Intermedia Communications is the largest independent CLEC in the US with a current market capitalization of \$900 million. Winter Park Telephone Company Engineer Richard Kolsby and financial partners Barbara Sampson and Patricoff Associates founded ICI in 1987 with an initial equity investment of \$5M. Mike Gallagher was the third sales representative hired at ICI and successfully secured contracts with several large commercial customers allowing expansion of the company's network.

Metro Access Networks (MAN)

Metro Access Networks was an extremely successful second generation regional CLEC focussed on the State of Texas. Richard Kolsby and Century Telephone Enterprises (NYSE CTL) of Monroe, Louisiana founded MAN in 1993 with an initial equity investment of \$5M. Mike Gallagher was the President of MAN, managing engineering, operations, sales and finance with overall P&L responsibility for the venture.

James DaBramo was MAN's Vice President of Sales, where he built the annual revenue stream to a \$25M annualized run rate within 3 years.

Matthew Blocha was MAN's director of data product marketing and developed MAN's ATM based Friendly Interface Service (FIS). The FIS product allowed MAN's large multi-location customers seamless interconnection at native Ethernet speeds across large distances. MAN's many innovations included the installation and operation of the nations largest FDDI campus network, a 99 mile ring connecting Bell Helicopter Textron's Fort Worth area manufacturing plants. In March of 1997, after a total equity investment of \$40M, MAN was merged in a tax-free transaction into Brooks Fiber Communications Inc (NASDAQ: BFPT) ultimately valued at \$320M, earning shareholders an 800% return.

Brooks Fiber Communications, Inc

Brooks Fiber Communications was a second generation CLEC, founded in 1993 by Robert Brooks and several venture equity firms, including MC Partners. Brooks eventually became known as the leading CLEC in the country as measured by access lines installed, growing rapidly via acquisitions of companies such as City Signal Inc and Metro Access Networks, Inc (MAN). MAN became Brooks Fiber of Texas, as an independent P&L center managed by Mike Gallagher. Ryan Hand became the BFC Texas Vice President of Operations, installing 4 DMS-500 class 5 central office switches in 6 months. At Brooks Fiber Matthew Blocha was promoted to Director of Internet Products and James DaBramo functioned as the regions Sales Vice President, rolling out local dial tone products. FDN management team members learned valuable strategies at BFC, including unbundled loop service delivery methods that are central to the FDN operating plan. Brooks Fiber Communications Inc, was merged into WorldCom on January 31, 1998 in a tax free transaction worth 1.85 shares of WorldCom for every Brooks share.



ORIGINAL

April 5, 1999
Via Overnight Delivery

DEPOSIT DATE
D123 APR 06 1999

210 N. Park Ave.
Winter Park, FL
32789

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

990451-71

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

RE: Initial Application and Tariff of Florida Digital Network, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

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

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Florida Digital Network, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____

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

Questions regarding this application and proposed tariff may directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

99 APR -6 AM
MAIL ROOM

WAS TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
210 N. PARK AVE.
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