

ORIGINAL



3934 Eden Roc Circle East, Tampa, Florida 33634
Telephone: 813-901-8674 Facsimile: 530-579-8131
<http://www.clecstrategies.com>

VIA Federal Express

April 16, 2003

Florida Public Service Commission
Division of Communications
Certificate of Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

RECEIVED FPSC
03 APR 17 AM 10:58
COMMISSION
CLERK

030348-TI

Re: T3 Communications, LLC.- Application for Authority for Interexchange telecommunications services.

Dear Sir or Madam,

Enclosed is an original and six copies of T3 Communications LLC.'s. Application for Authority to provide Interexchange telecommunications Service within the State of Florida ("Application"), including the companies proposed Tariff and \$250.00 filing fee. This Application is filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95). Pursuant to the enclosed motion for Protective Order, please note that T3 Communications, LLC.'s financial statements are enclosed under seal.

Please acknowledge receipt of this filing by file stamping and returning a copy of this letter to the address above in the enclosed self addressed-stamped envelope.

Questions concerning this Application may be addressed to the undersigned.

Sincerely,

Matthew Brown
Lead Consultant/T3 Communications, LLC.
Telephone: 813-901-8674

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03542 APR 17 8

FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of T3 Communications LLC. for Original Authority to)
Provide Inter-exchange Telecommunications)
Services Within the State of Florida)

No. _____

APPLICATION FOR AUTHORITY

T3 Communications, LLC. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96)1:

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched access services and access to operator assisted services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant's legal name is T3 Communications, LLC.

3. Applicant will be doing business as T3 Communications, LLC and its registered fictitious names- Tier 3 Communications; Fort Myers Telephone and Naples Telephone.

1 As Applicant has not previously provided intrastate telecommunications services in Florida, a Certificate Transfer, or Assignment Statement is not included in Applicant's Application.

DOCUMENT NUMBER-DATE

03542 APR 17 8

FPSC-COMMISSION CLERK

4. Applicant's business address is:

T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001

5. Applicant will have a Florida office, and maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's office located at:

T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

6. Applicant proposes to provide resold switched access inbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant also proposes to provide access to operator assisted calling services.

7. Applicant is a privately held Limited Liability Company organized under the laws of the State of Florida on January 23, 2003. Applicant's Articles of Organization are submitted as **Exhibit A**.

8. Not applicable. Applicant is not an individual.

9. Applicant is a Florida Limited Liability Company and the Applicant's Florida Secretary of State Corporate Registration Number is L03000002698.

10. Not Applicable. Applicant is not a foreign corporation.

11. Applicant has registered and will use the following fictitious names:

Tier 3 Communications-

Florida Secretary of State registration number: G03042900146

Naples Telephone

Florida Secretary of State registration number: G03050700054

Fort Myers Telephone

Florida Secretary of State registration number: G03050700056

12. Not applicable. (Applicant is not a limited liability partnership.)
13. Not applicable. (Applicant is not a limited partnership.)
14. Not applicable. (Applicant is not a foreign limited partnership.)
15. Applicant's Federal Employer Identification number: **59-3765301**.
16. Applicant's billing will be performed by T3 Communications, LLC. Bills will be mailed to customers regular US postal mail. Applicant's name will appear on end-user bills.
17. Applicant intends to serve residential and business subscribers who will be the recipients of Applicant's bills.
18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Matthew A. Brown
Lead Consultant/CLEC Strategies
3934 Eden Roc Circle East
Tampa, Florida 33634
Telephone No.: (813)-901-8674
Fax No.: (530)-579-8131
Internet E-Mail Address: brown@jacod.com
Internet Website Address: www.clecstrategies.com

- (b) The official point of contact for ongoing operations of the Applicant is:

Steve Ward
Sr. Managing Partner, T3 Communications, LLC.
2235 First Street, Suite 217
Fort Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001
Internet E-Mail Address: steve@tier3communications.com

- (c) Customer complaints/inquiries should be directed to:

Loren Rosenthal
Sr. Project Manager, T3 Communications, LLC.
2235 First Street, Suite 217
Fort Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001
Internet E-Mail Address: loren@tier3communications.com

19. (a) Applicant is not yet authorized to provide interexchange telecommunications services in any state.

(b) Applicant has no other applications pending.

(c) Applicant is currently providing local exchange telecommunications services in the state of Florida.

(d) - (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

21. Applicant will begin service as a non-facilities-based provider of resold interexchange telecommunications services (MTS), but may lease or construct facilities in the future. Applicant proposes to provide switched access services only for the direct transmission and reception of voice and data between locations throughout the State of Florida as well as access to operator assisted calling. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant.

Marketing and sales, billing and customer service functions will be with the responsibility of T3 Communications, LLC.

21. Continued:

Applicant seeks to provide long-distance services at rates that are competitive with those of other carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

22. Applicant's proposed tariff is attached hereto as **Exhibit E**.

23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. Applicant proposes to begin serving Florida residents as a non-facilities-based provider of resold intrastate long-distance telecommunications services. As such, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida. Applicant may choose to lease or construct facilities in the future.

(b) Applicant's senior managers have extensive experience in the telecommunications industry. Summaries of their experience appear as **Exhibit D**.

24. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

Approval of the instant Application is in the public interest and is consistent with the United States Congress's, the Federal Communications Commission's and the Commission's pro-competitive policies.

Applicant will comply with all rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, T3 Communications, LLC. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 8th day of April, 2003.

T3 Communications, LLC.

By: 

Steve Ward

Sr. Managing Partner, T3 Communications, LLC.

2235 First Street, Suite 217

Fort Myers, Florida 33901

Telephone No.: (239)-689-0000

Fax No.: (239)-689-0001

Internet E-Mail Address: steve@tier3communications.com

CLEC Strategies

3934 Eden Roc Circle East

Tampa, Florida 33634

Telephone No.: (813)-901-8674

Fax No.: (530)-579-8131

Regulatory Consultants to T3 Communications, LLC.

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 of \$50.00 is required.
2. GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of 2.37% on all intra and interstate business.
3. COMMUNICATIONS SERVICES TAX: I understand that a 6.8% Communication Services 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.

Respectfully submitted this 8th day of April, 2003.

T3 Communications, LLC.

By: 

Steve Ward
Sr. Managing Partner, T3 Communications, LLC.
2235 First Street, Suite 217
Fort Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001
Internet E-Mail Address: steve@tier3communications.com

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
of T3 Communications, LLC. for Original Authority))
to Provide Interexchange) No. _____
Telecommunications Services Within the)
State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	<u>Not Applicable</u>
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX B	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX C	AFFIDAVIT

EXHIBIT A

ARTICLES OF ORGANIZATION
(Attached)

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L0300002697
FILED 8:00 AM
January 23, 2003
Sec. Of State

Article I

The name of the Limited Liability Company is:
T3 COMMUNICATIONS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
2235 FIRST STREET
SUITE 217
FORT MEYERS, FL. US 33901

The mailing address of the Limited Liability Company is:
2235 FIRST STREET
SUITE 217
FORT MEYERS, FL. US 33901

Article III

The name and Florida street address of the registered agent is:
STEPHEN G WARD
2235 FIRST STREET
SUITE 217
FORT MEYERS, FL. 33901

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: STEPHEN G WARD

Signature of member or an authorized representative of a member

Signature: /S/ NATHAN S. BURGESS

EXHIBIT B

CERTIFICATE OF AUTHORITY

(Attached)

Not applicable

EXHIBIT C

FINANCIAL STATEMENTS

Applicant's verified financial statements are attached hereto. Applicant does not have audited financial statements. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

Management and Employees

Employees

As of September 26, 2002, the company had four employees and three employees pending the consummation of fundraising. Unions represent none of our employees and we believe our employee relations are good. All of the senior management and officers will have employment agreements with the Company. It is currently envisioned that all employees of the Company will participate in the Company's Employee Stock Option Plan after 90 days of employment.

Directors and Executive Officers

The following table sets forth the names, offices held with the Company, and age of its directors and executive officers as of September 23, 2002:

Name	Age	Position
Steven C. Jones	39	Chairman of the Board
Gary S. Walker	58	Director
Stephen G. Ward	41	President and Chief Technology Officer, Director
Mark Fuhrman	57	Director of Operations
Ryan G. Batey	30	Director of Sales (Pending)
Loren Rosenthal	38	General Manager
Kelly Ridenour	41	Provisioning Manager
Jackson Bloomston	27	Data Director

Steven C. Jones – Chairman of the Board

During his 18-year professional career, Mr. Jones has held several senior executive positions with both private and public early stage corporations and was an Investment Banker for eight years. From 2001 until the present, Mr. Jones has been a Managing Director of Aspen Capital Advisors, a Naples, FL-based management consulting and financial advisory firm, which he founded. At Aspen, Mr. Jones has advised early stage companies in different industries on growth initiatives, capital raising and mergers and acquisitions activity. Prior to Aspen, Mr. Jones was co-founder, Executive Vice President and Chief Financial Officer of the Fiera Group, Inc., the largest commerce-enabling service provider focused on assisting U.S. based companies expand their businesses overseas. At the Fiera Group, Mr. Jones raised \$38 million of capital, acquired three companies, negotiated and structure five strategic partnerships and helped to lead the firm's expansion into 7 countries. Prior to the Fiera Group, Mr. Jones was Executive Vice President and Chief Financial Officer of CTC Communications Group (NASDAQ: CPTL), the

largest competitive telecommunications carrier in the New England and mid Atlantic regions. At CTC, Mr. Jones was a key architect of repositioning CTC from NYNEX's largest sales agent to a full facilities-based telecommunications carrier using IP + ATM packet switching technologies. During his tenure at CTC, Mr. Jones raised \$135 million of capital and increased the market capitalization of the Company by 350%.

Prior to CTC Communications, Mr. Jones was an Investment Banker in Merrill Lynch's Global Telecommunications, Media and Technology Group, headquartered in New York City. At Merrill Lynch, Mr. Jones specialized in emerging growth companies and helped over 30 corporate clients achieve their financing and strategic objectives through numerous debt, equity and strategic advisory transactions. Prior to Merrill Lynch, Mr. Jones was an Investment Banker in the Global Corporate Finance Group of Bankers Trust Company. Prior to Bankers Trust, Mr. Jones was an Officer in the United States Air Force, where he achieved the rank of Captain. Mr. Jones received a Bachelor's of Science degree in Computer Engineering from the University of Michigan and an MBA from the Wharton School of the University of Pennsylvania.

Gary S. Walker – Director

During this 35-year professional career, Mr. Walker has been involved in starting and funding numerous businesses. He is currently the Chairman and CEO of International Resource Marketing, Inc., a direct consulting and lead generation company based in Naples, FL. IRM specializes in providing comprehensive direct marketing solutions for clients with particular emphasis on direct mail, in-bound and out-bound telemarketing. Over the last twenty years, he has developed IRM into a successful international direct marketing services company that is well respected in the industry. IRM has the exclusive rights to market the weekly TransUnion credit files to customers worldwide, and has developed extensive expertise in the direct marketing field by helping many customers achieve rapid revenue growth through IRM's innovative product offerings.

Stephen G. Ward – President & Chief Technology Officer

Mr. Ward has 20 years experience in corporate ownership and management. He has been the President and Chief Technology officer for T3 Communications since its inception in 2002. In 1998, Mr. Ward founded the Ft. Myers, FL Internet provider City of Palms, Inc. Mr. Ward started NeoSmart.com in 1999, taking over the assets and client base from City of Palms, Inc. The operations and assets of NeoSmart.com were folded into NeoTech US, Inc. in early 2002. NeoTech U.S. currently provides wholesale and retail data communications services in the Fort Myers, FL area. Mr. Ward is also currently president of Support Services Corp., a Ft. Myers, FL based data processing firm founded in 1992. Mr. Ward served as Information Technology director for Landex Corporation from 1987 to 1990. Mr. Ward also owned and managed 4 companies concurrently from 1982 to 1987: Micro Computer Consultants, Micro Computers Inc., Hammond Printing, and Direct Mailers Inc. Mr. Ward received a Bachelor of Science degree in Computer Science from Louisiana State University.

Mark Fuhrman – Director of Operations

Mr. Fuhrman has over 35 years experience in the operation, management, and engineering of CLECs and inter-exchange carriers. He has been the Operations Manager of KMC Telecom, Inc. Ft. Myers since 1999. In 1998 and 1999, Mr. Fuhrman was the Director of Operations for Ovation Communications for the state of Michigan. He served as the Manager of Transport for MFS Communications from 1995 to 1998. Mr. Fuhrman was a High Capacity Field Engineer for Ameritech from 1967 thru 1995. Mr. Fuhrman earned an Associates Degree from Lawrence Institute of Technology.

Ryan G. Batey – Director of Sales (Pending)

Mr. Batey has 12 years experience in communications industry sales, sales management, and business development. He is currently the Senior Account Executive with KMC Telecom, Inc. in Ft. Myers, FL and plans to join the Company upon consummation of a funding event. He was the Regional Sales and Marketing manager for WideOpen West, LLC in Detroit, MI in 2001 and 2002. Mr. Batey was an Account Executive for KMC Telecom, Inc., Ft. Myers in 2001. He started iTrustCash, a prepaid Internet shopping card business based in South Bend, Indiana in 1999. Mr. Batey was the Director of Marketing for Multi-Cablevision Company from 1990 thru 1998. Mr. Batey earned a BA Degree in Economics and Management and an MBA from Notre Dame College of Business.

Loren Rosenthal – General Manager

Mr. Rosenthal has 17 years experience in corporate ownership and management. He has been the General Manager for NeoTech U.S. since February 2002 and General Manager for T3 Communications since its inception in September 2002. From 1999 to 2002, Mr. Rosenthal was Project Manager for Wiman Systems of Naples, FL while concurrently President of UgoFast.net, a Ft. Myers, FL wireless Internet provider. He was head of Project Management and Development for Lee County Electric Cooperative from 1995 to 1999. Mr. Rosenthal was President of The Digital Trader, Inc. from 1993 thru 1996. He served as Project Manager/Sales Supervisor for Payco General American Credits, Inc. from 1985 to 1992. Mr. Rosenthal attended Brown University from 1982-1984, majoring in Radio and Television Broadcasting.

Kelly Ridenour – Provisioning Manager

Ms. Ridenour has 23 years experience in design, provisioning, and maintenance of voice and data networks. Prior to joining T3, she was the Marketing Coordinator for KMC Telecom, Inc. in Ft. Myers, and in this role she handled all provisioning issues for KMC's Ft Myers operation. Ms. Ridenour was the Telephone System Administrator for Lee County Board Of County Commission, Ft. Myers FL from 1994 through 1999. She held several positions with Lee County from 1990 thru 1998, including Work Order Coordinator, Systems Support Analyst, and Data Processing Systems Support Representative. Ms. Ridenour served in various customer support positions with Sprint – United Telephone Co., Ft. Myers FL from 1979 to 1990.

Jackson Bloomston – Data director

Mr. Bloomston is a Cisco Certified Network Associate with 7 years experience as a Network Administrator. He has been the Network Administrator for NeoTech U.S. since 2000. Mr. Bloomston was the Data/Voice Network Administrator for The News-Press (Gannett Co, Inc.) for 3 years prior to NeoTech U.S. He served as Network Administrator for The Breeze Corporation from 1995 to 1997.

EXHIBIT E

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by T3 Communications, LLC. ("T3 Communications" or "Company") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 2235 First Street, Suite 217 Ft. Myers, Florida 33901 .

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

CHECK SHEET

Sheets 1 through 25 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
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14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: April 16, 2003

Effective Date:

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Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Section	
1. Technical Terms and Abbreviations	6
2. Rules and Regulations	8
3. Description of Service	20
4. Rates	23

Issued: April 16, 2003

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Ft. Myers, Florida 33901

EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New.**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** or **regulation** but no change to rate or charge

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each Sheet. Sheets are numbered sequentially. However, occasionally, 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 Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.

- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brbwn, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Florida Public Service Commission

Company:

T3 Communications, LLC. ("T3 Communications")

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: April 16, 2003

Effective Date:

Issued By:

Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 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 of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued: April 16, 2003
Issued By:

Effective Date:
Matthew Brown, Director of Regulatory
T3 Communications, LLC.
2235 First Street, Suite 217
Ft. Myers, Florida 33901

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.5. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTION OF SERVICE, Continued

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.8. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. PAYMENTS AND BILLING**

- 2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance. The Company's late payment charge is listed at Section 4.3.1.
- 2.9.4. A returned check charge as listed in Section 4.3.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 888-509-1422. Customer service representatives are available from 8:00 AM to 5:00 PM Central Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Central Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, 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 disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.7., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100

Toll free number: 800.342.3552

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written or verbal notice to Company at any time.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY CUSTOMER, Continued

2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.11. CANCELLATION BY COMPANY

2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
- C. For unauthorized or fraudulent use.

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SECTION 2 - RULES AND REGULATIONS, Continued

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. INTERCONNECTION

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. INTERCONNECTION, Continued**

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.13. DEPOSITS AND ADVANCE PAYMENTS

For customers of dedicated services only, the Company reserves the right to collect an amount not to exceed one 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.

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.15. TAXES

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

2.16. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all calls is eighteen (18) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. CALCULATION OF DISTANCE**

- 3.3.1. Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 3.3.2. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

The square
Root of:
$$\frac{(V1-V2) + (H1 - H2)}{10}$$

3.4. T3 COMMUNICATIONS TELECOMMUNICATIONS SERVICES

- 3.4.1. Company provides switched access, inbound telecommunications services, which allow Customer to establish a communications path between two stations by using uniform dialing plans, as well as access to operator assisted calling.
- 3.4.2. **One Plus Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services.
- 3.4.3. **Operator Services** is a service offering subscribers access to operator assisted calling including person-to- person, collect, station-to-station and third number billed calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services

A. Switched One Plus Service

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0286	\$0.0095

4.1.2. Operator Assisted Calls

A. Per Call Services and Rates

	<u>Per Call</u>
Busy Line Verification	\$1.55
Operator Verification/Interrupt Service	\$1.40
Third Number Billed	\$1.50
Collect	\$1.50
Person-to-Person	\$3.40
Station-to-Station	\$1.20
911 Emergency Service	\$0.00

B. Per Minute Rate

<u>Per Minute</u>
\$0.50

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SECTION 4 – RATES, Continued**4.2 DIRECTORY ASSISTANCE**

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

Directory Assistance, per call	\$1.50
Directory Assistance Call Completion, per call	\$1.50

4.3. MISCELLANEOUS CHARGES**4.3.1. Late Payment Charge**

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

4.3.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 4 – RATES, Continued**4.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

4.5. SPECIAL RATES FOR THE HANDICAPPED**4.5.1. Directory Assistance**

There shall be no charge for up to fifty (50) 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 fifty (50) within a billing cycle.

4.5.2. 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.

4.5.3. 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 non-relay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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APPENDIX A

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 8th day of April, 2003.

T3 Communications, LLC.

By: 

Steve Ward
Sr. Managing Partner, T3 Communications, LLC.
2235 First Street, Suite 217
Fort Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001
Internet E-Mail Address: steve@tier3communications.com

APPENDIX B

CURRENT FLORIDA INTRASTATE SERVICES
(Attached)

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 5th day of April, 2003.

T3 Communications, LLC.

By:  _____

Steve Ward

Sr. Managing Partner, T3 Communications, LLC.

2235 First Street, Suite 217

Fort Myers, Florida 33901

Telephone No.: (239)-689-0000

Fax No.: (239)-689-0001

Internet E-Mail Address: steve@tier3communications.com

APPENDIX C

AFFIDAVIT
(Attached)

AFFIDAVIT

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

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

Respectfully submitted this 8th day of April, 2003.

T3 Communications, LLC.

By: 

Steve Ward
Sr. Managing Partner, T3 Communications, LLC.
2235 First Street, Suite 217
Fort Myers, Florida 33901
Telephone No.: (239)-689-0000
Fax No.: (239)-689-0001
Internet E-Mail Address: steve@tier3communications.com

VERIFICATION OF FINANCIAL STATEMENTS


STATE OF FLORIDA)
)
COUNTY OF Lee) ss.

I, Steve Ward, being first duly sworn and deposed, state that I am a Sr. Managing Partner of T3 Communications, LLC., Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



Steve Ward

Subscribed and sworn to before me this 8th day of April, 2003 by Steve Ward to me personally known.



Notary Public in and for the State of Florida,

residing at:



My Commission Expires