



ORIGINAL 041344-T1

November 5, 2004

VIA MAIL

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

RECEIVED-FPSC
04 NOV 30 AM 9:37
COMMISSION
CLERK

Re: McBlue Telecom, Inc. (McBlue)

Dear Sir/Madam:

Enclosed please find one original and two copies of McBlue's IXC REGISTRATION FORM, along with an original and two copies of McBlue's proposed tariff.

I also have enclosed two copies of McBlue's Authorization to transact business in Florida and two copies of the registrations of our two service marks with the US Patent and Trademark Office.

At your earliest convenience, please date stamp the copy of this cover letter and return to me in the postage prepaid self-addressed envelope.

Should you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Jorge V. Aoki
President of McBlue Telecom, Inc.
(818) 205-9640

Original Tariff forwarded to CUP.

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DA

IXC REGISTRATION FORM

041344-77

Company Name McBlue Telecom, Inc.

Florida Secretary of State Registration No. F01000005784

Fictitious Name(s) as filed at Fla. Sec. of State _____

Company Mailing Name McBlue Telecom, Inc.

Mailing Address 15910 Ventura Blvd. Ste. 1500

Encino, CA 91436

Web Address www.mcblue.com

E-mail Address jaoki@mcblue.com

Physical Address 15910 Ventura Blvd. Ste. 1500

Encino, CA 91436

Company Liaison Jorge V. Aoki

Title President

Phone 818-205-9840

Fax 413-473-9183

E-mail address jaoki@mcblue.com

Consumer Liaison to PSC Jorge V. Aoki

Title President

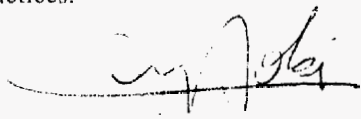
Address 15910 Ventura Blvd. Ste. 1500, Encino CA 91436

Phone 818-205-9840

Fax 413-473-9183

E-mail address jaoki@mcblue.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.



Jorge V. Aoki

Signature of Company Representative

Printed/Typed Name of Representative

DOCUMENT NUMBER-DATE

12654 NOV 30 3

FPSC-COMMISSION CLERK

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by McBlue Telecom, Inc., with principal offices at 15910 Ventura Blvd., Suite 1500, Encino, CA 91436. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: November 8, 2004

EFFECTIVE: 11/15/04

By:

Jorge V. Aoki, President
15910 Ventura Blvd. Ste. 1500
Encino, CA 91436

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

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SYMBOLS SHEET

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

D - Delete or Discontinue

I - Change Resulting in an Increase to a Customer's Bill

M - Moved from Another Tariff Location

N - New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation but No Change in Rate or Charge

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TARIFF FORMAT SHEETS

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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 page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four 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)
- 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 this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

SECTION 1 - DEFINITIONS

10-10-310 - The Carrier Access Code (CAC) assigned to the Company.

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

Brastel - McBlue Telecom, Inc.

CAC - Carrier Access Code.

Commission - The Florida Public Service Commission.

Company - McBlue Telecom, Inc.

Customer - (i) any person or entity that used, registered, enrolled in or paid for the Company Service; or (ii) any other person with actual or apparent authority to represent that person or entity or to use the service.

FPSC - The Florida Public Service Commission.

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

IXC - Interexchange Carrier.

McBlue - McBlue Telecom, Inc.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

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

SECTION 2 - SERVICE

2.1 General

Brastel International Calling Service, Brastel Smart Phonenumber, Brastel Service, 10-10-310 Service and 800 Service, collectively Service, is a service provided by McBlue Telecom, Inc. BY REGISTERING, ENROLLING IN, USING, OR PAYING FOR THE SERVICE, CUSTOMER AGREES TO ALL THE RATES, CHARGES, AND TERMS AND CONDITIONS OF THE SERVICE.

McBlue may change this tariff at any time. Rates and charges are subject to change without prior notice to Customer, and will become effective immediately. McBlue will make all reasonable efforts in making any changes available to the public in advance of such changes. CUSTOMER shall be responsible for adhering to any new policies implemented by the Company.

Rates and charges for calls and terms and conditions associated with such calls can also be found in the Company's Website or requested by calling the Company's Customer Service toll-free number, by mail or fax.

2.2 Description

The Company Service allows Customer to place domestic and international long distance calls from any location from which the caller can enter the appropriate access code(s) to any destination points offered by the Company. Service is offered 24 hours a day, seven days a week to all valid terminating locations and is available to individuals and businesses that demonstrate credit-worthiness, except hospitals, hotels and inmate facilities.

Customers can place calls by using either one of the following accesses provided by the Company:

2.2.1 10-10-310 Access

This access permits users to place calls via switched access lines by dialing 10-10-310 followed by the destination telephone number. This access is available from residential lines and, in some cases, from business lines, except from hospitals, payphones, mobile phones, hotels and inmate facilities.

SECTION 2 - SERVICE continued

2.2.2 800 Access

This access permits users to place calls by dialing a 1-800 number followed by an account identification number and the destination telephone number being called. This access is available from residential and business lines, payphones and mobiles. This access permits subscribers utilizing the Service to make calls from virtually any touch-tone telephone, except from inmate facilities.

After accessing the Service by either way mentioned above, the Customer is prompted by an automated voice response system to enter his/her Access Code, or the Company' system will automatically identify the Customer if he/she registered the originating telephone number with the Company. The Company' system tracks the call duration on a real time basis to determine the charges. All charges for each call are deducted from the remaining balance on the Customer's account.

Customers can register telephone numbers from which they usually originate calls with the Company. Registering a telephone number allows the Service to automatically identify the corresponding account so that the Customer does not need to enter his/her Access Code to use the service.

THE COMPANY IS NOT RESPONSIBLE FOR THE USE OF CUSTOMER'S ACCESS CODE OR REGISTERED TELEPHONE NUMBER BY THIRD PARTIES WITHOUT CUSTOMER'S CONSENT.

2.3 Use

2.3.1 Services provided under this tariff may be used by the Customer and his or her authorized user(s) for any lawful telecommunications purpose for which the service is technically suited.

2.3.2 All services provided under this tariff are directly or indirectly controlled by the Company. If the Customer authorizes, transfers or assigns the use of services to another user(s), all terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Limitations

2.4.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff.

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SECTION 2 - SERVICE continued

- 2.4.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.4.3 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 connection.
- 2.4.4 Foreign Telecommunications Administrations may impose upon the portion of the end-to-end international service or facilities which they provide certain limitations, prohibitions or restrictions which may have the effect of limiting the ability of Customers to utilize the services furnished by the Company. It is the responsibility of the Customer to confirm any limitations, prohibitions or restrictions imposed by the Foreign Telecommunications Administrations.
- 2.4.5 Service may be discontinued by the Company, without notice to the Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations or 2) by blocking calls using certain Access Codes, when the Company deems it necessary to take such action to prevent fraud, unlawful use of, or nonpayment for its services. The Company may restore service as soon as it can be provided without undue risk, and will, upon request by the affected Customer, assign new access codes to replace those codes that have been deactivated.
- 2.4.6 In order to control fraud, the Company may refuse to accept any calls which it determines to be invalid and/or may limit the use of some billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico and the U.S. Virgin Islands.

THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ITS BEHALF AND CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY THE COMPANY.

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SECTION 3 - CHARGES, BILLING AND PAYMENT FOR SERVICE

3.1 General

The Company Service is a prepaid service and is charged based on usage computed from the Company rates.

The Company rates apply for all times of the day and all days of the week, including holidays.

3.2 Responsibility for Charges

3.2.1 The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. This responsibility is not changed by virtue of **any use**, misuse, or abuse of his/her service undertaken or caused by third parties. Customer is responsible for payments made to anyone other than directly to the Company or to a payment agent authorized by the Company. An authorized payment agent is a third party expressly authorized by the Company to accept and forward payments to the Company.

3.2.2 Any objections to billed charges must be promptly reported by the Customer to the Company, otherwise the charges shall be considered correct and binding upon the Customer. Billing adjustments shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

3.3 Timing of Calls

3.3.1 Initial Period - The initial period is the length of a call for minimum billing purposes. Minimum call duration period is 30 seconds.

3.3.2 Additional Period - The additional period is the additional chargeable time when a call continues beyond the initial period. Additional period is timed in 6-second increments.

3.3.3 Chargeable time for all calls begins when the called station is answered, as determined by standard industry methods generally in use, and ends when one of the parties disconnects from the call.

3.3.4 For billing purposes, call timing is rounded up to the next full billing increment after the initial period.

3.3.5 All calls are billed in 6-second increments after the Initial Period.

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SECTION 3 - CHARGES, BILLING AND PAYMENT FOR SERVICE continued

3.4 Taxes, Surcharges and Fees

3.4.1 The Company's charges for services provided to Customer do not include:

- a) applicable federal, state and local sales, use, excise, utility, gross receipts and value added taxes;
- b) any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;
- c) other taxes;
- d) tax-like charges to recover amounts the Company is required by a governmental or quasigovernmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs; and;
- e) amounts the Company is required or permitted by governmental or quasigovernmental authorities to collect from others or pay to others in support of statutory or regulatory funds, fees, or programs. Examples of such charges include, but are not limited to, payphone compensation, Universal Service Fund, and utility fees imposed on communications providers.
- f) other tax-like charges, surcharges and fees;

3.4.2 All taxes, tax-like charges, tax-related surcharges and fees are referred to collectively as "Tax(es)". The Company reserves the right to bill the Customer's account any and all applicable Taxes in addition to normal rates and charges for services provided to the Customer. Such Taxes are listed as a separate item and are not included in the usage rates.

3.4.3 CUSTOMER AGREES TO PAY ALL TAXES IMPOSED. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, The Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, or it will credit such amounts to the accounts of affected customers (less its reasonable administrative costs), if the amounts collected were retained by the Company or if they were delivered to the jurisdiction and returned to the Company, or it will negotiate an arrangement with the jurisdiction to provide a future benefit for usage in that jurisdiction.

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SECTION 3 - CHARGES, BILLING AND PAYMENT FOR SERVICE continued

3.5 Billing

- 3.5.1 The Company' system tracks the call duration on a real time basis to determine the charges. All service usage and applicable Taxes must be charged against a customer's account that has sufficient balance. A customer's call will be interrupted with an announcement when the balance is about to be depleted. The Company will terminate all calls in progress if the balance on the account is insufficient to continue the call.
- 3.5.2 If billing systems or other support are not available or fail to charge for service usage, applicable taxes, surcharges and fees or other charge element at the time of service provision, the Company will bill for that charge as soon as it is capable of doing so.

CHARGES FOR COMPLETED CALLS ARE NOT REFUNDED UNDER ANY CIRCUMSTANCES.

3.6 Payment for Service

- 3.6.1 The Company' Service is a prepaid service. Customer must pay in advance to add funds to his/her account (recharge) and maintain enough funds to use the service. All usage and applicable taxes, surcharges and fees for each call are charged against the Customer account.
- 3.6.2 Customer's payments must be made by:
- a) Credit or debit card acceptable by the Company.
 - b) Check or Money Order acceptable by the Company.
- 3.6.3 All payments shall be made in United States dollars.
- 3.6.4 Customer can "recharge" the balance on his/her account by:
- a) Calling the Company's Customer Service.
 - b) Mailing the appropriate form to:
McBlue Telecom, Inc.
15910 Ventura Blvd. Suite 1500
Encino, CA 91436
 - c) Faxing the appropriate form to 1-413-473-9183.
 - d) Visiting the Company's Website (requires Online ID provided by the Company).

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SECTION 3 - CHARGES, BILLING AND PAYMENT FOR SERVICE continued

- e) Setting up AUTO RECHARGE. This service will automatically recharge the account according to the Customer choice of recharge amount and date or minimum account balance.
- 3.6.5 Customer (Cardholder) shall authorize the Company to charge the Customer's credit or debit card.
- 3.6.6 Customer must promptly notify the Company of any change in his/her credit/debit card or bank account used for payments. Customer should notify the Company via Customer Service or mail or online at the Company's Website (requires Online ID provided by the Company).
- 3.6.7 Unpaid charges, if any, are due by the Customer and payable upon demand to the Company or any authorized agent duly to receive such payments.
- 3.6.8 In the event payment is made by personal check and such check is not honored by the institution on which it was drawn, the Company will impose, and Customer will be required to pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.
- 3.6.9 The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.
- 3.6.10 PAYMENTS ARE NOT REFUNDABLE.
- 3.6.11 If the Company hires a collection agency to collect, or attempt to collect, any charges owed the Company, Customer will be liable to the Company for an additional payment equal to 35 percent of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 3.6.12 Due to the payment verification process, all funds may not be available for immediate use.
- 3.6.13 An account will expire after 3 years of inactivity and all corresponding access codes will be deleted from the Company's database. THE COMPANY WILL NOT REFUND ANY UNUSED ACCOUNT BALANCE.

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SECTION 3 - CHARGES, BILLING AND PAYMENT FOR SERVICE continued

3.7 Promotional Offerings

From time to time the Company shall, at its option, promote subscription or stimulate usage by offering to waive or discount some charges for the Customer (if eligible). Such promotions shall be offered for a limited duration and shall be made available to all similarly situated customers in the target market area. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff, when required by law or regulations.

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SECTION 4 - SERVICE CANCELLATION OR DISCONTINUANCE

4.1 Cancellation by the Customer

4.1.1 Customer may terminate the Service by simply stopping using his/her Access Code. The Company shall hold the Customer responsible for payment of all charges for service furnished until the termination. The Company may render bills to the Customer subsequent to the termination of service for charges incurred before termination. CREDITS REMAINING ON THE CUSTOMER ACCOUNT, IF ANY, WILL NOT BE REFUNDED.

4.2 Refusal or Discontinuance by the Company

4.2.1 Service continues to be provided until terminated by the Customer or until discontinued by the Company as set forth bellow. The Company may render bills subsequent to the termination of service for charges incurred before termination.

- a) For Nonpayment: The Company, in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance that is overdue.
- b) For Credit/Debit Card Decline: The Customer whose credit or debit card is declined for any reason, after 2 attempts of processing charges, shall be subjected to discontinuance of service.
- c) If the Company deems that such action is necessary to prevent or to protect against any type of fraud or to protect the Company's personnel, agents, facilities, or services.
- d) For Lack of Use: The Company will discontinue service if the service has not been used by the Customer for 3 years or more.

IN CASE OF SERVICE DISCONTINUANCE, THE COMPANY WILL NOT REFUND ANY UNUSED ACCOUNT BALANCE.

4.2.2 In the event that CUSTOMER breaches any of the terms and conditions of use set forth herein, the Company may immediately terminate Customer's account and seek any and all necessary relief. This agreement shall be construed according to the laws of the State of California. CUSTOMER agrees to submit to the exclusive jurisdiction of State of California.

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SECTION 4 - SERVICE CANCELLATION OR DISCONTINUANCE continued

4.2.3 The Company reserves the right to refuse service to any Customers if it deems that such action is necessary to prevent or to protect against any type of fraud or to protect the Company's personnel, agents, facilities, or services.

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SECTION 5 - LIABILITY

5.1 Liability

- 5.1.1 The Company will not be liable for any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, terrorist acts, strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency.
- 5.1.2 The Company will not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, or by any other cause beyond the Company's control.
- 5.1.3 The Company will not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in the Company offerings made to Customer, or for damages associated with service, channels, or equipment that it does not furnish, or for damages that result from the operation of customer provided systems, equipment, facilities or services that are interconnected with the Company' **services**.
- 5.1.4 IN NO EVENT THE COMPANY WILL BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.
- 5.1.5 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense or damage (including indirect or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed or transmitted via the Company' Service; or for any act or omission of the Customer.

SECTION 5 - LIABILITY continued

- 5.1.6 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the provision of the Service, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided under this tariff for the call for the period during which the call was affected.

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SECTION 6 - RATES

6.1 General

- 6.1.1 Rates are for all services provided by the Company and apply for all times of the day and all days of the week, including holidays.
- 6.1.2 All calls are billed in 6-second increments with a thirty (30) second minimum.
- 6.1.3 For billing purposes, call timing is rounded up to the next full billing increment after the thirty (30) second minimum.

6.2 InterLATA Rate

- 6.2.1 Rate per minute - \$0.06
- 6.2.2 Florida interLATA rate changes will be filed with the Commission, while required by law or regulations.

6.3 Other Rates

- 6.3.1 All rates and charges for international calls can be found in the Company's Website or requested by calling the Company's Customer Service toll-free number, by mail or fax.
- 6.3.2 Rates and charges are subject to change without prior notice to Customer, and will become effective immediately. The Company will make all reasonable efforts in making any changes available to the public in advance of such changes. Customer shall be responsible for adhering to any new rates implemented by the Company.

6.4 Taxes, Surcharges and Fees

- 6.4.1 Rates DO NOT include any taxes, tax-like charges, tax-related surcharges and fees, referred to collectively as Taxes.
- 6.4.2 Any and all applicable Taxes are billed to the Customer's account in addition to normal rates and charges for services provided to the Customer.

6.5 Payphone Surcharge

A surcharge of \$0.60 per call will be added to any completed call placed from a payphone.

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SECTION 6 - RATES continued

6.6 Returned Check Charge

In the event payment is made by personal check and such check is not honored by the institution on which it was drawn, the Company will impose, and Customer will be required to pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

6.7 Late Payment Charges

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

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By:

Jorge V. Aoki, President
15910 Ventura Blvd. Ste. 1500
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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 7, 2001

JORGE V. AOKI
875 S. WESTLAKE BLVD., #202
WESTLAKE VILLAGE, CA 91361

Qualification documents for MCBLUE TELECOM, INC. were filed on November 5, 2001 and assigned document number F01000005784. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 101A00060425

State of Florida



Department of State

I certify from the records of this office that MCBLUE TELECOM, INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on November 5, 2001.

The document number of this corporation is F01000005784.

I further certify that said corporation has paid all fees due this office through December 31, 2001, 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
Seventh day of November, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

Int. Cl.: 38

Prior U.S. Cls.: 100, 101 and 104

United States Patent and Trademark Office

Reg. No. 2,791,254

Registered Dec. 9, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

BRASTEL

MCBLUE TELECOM, INC. (CALIFORNIA CORPORATION)
875 S. WESTLAKE BLVD
202
WESTLAKE VILLAGE, CA 91361

FOR: TELECOMMUNICATION SERVICES, NAMELY, LOCAL AND LONG-DISTANCE TRANSMISSION OF VOICE, DATA, AND GRAPHICS BY MEANS OF TELEPHONE, TELEGRAPHIC, CABLE, AND SATELLITE TRANSMISSIONS; AND TELE-

COMMUNICATION RESELLER SERVICES, NAMELY, PROVIDING LONG-DISTANCE TELECOMMUNICATION SERVICES, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 12-2-1996; IN COMMERCE 4-23-1999.

SER. NO. 78-163,986, FILED 9-13-2002.

MICHELE SWAIN, EXAMINING ATTORNEY

Int. Cl.: 38

Prior U.S. Cls.: 100, 101 and 104

United States Patent and Trademark Office

Reg. No. 2,791,255

Registered Dec. 9, 2003

**SERVICE MARK
PRINCIPAL REGISTER**

MCBLUE

**MCBLUE TELECOM, INC. (CALIFORNIA CORPORATION)
875 S. WESTLAKE BLVD
202
WESTLAKE VILLAGE, CA 91361**

**COMMUNICATION RESELLER SERVICES, NAME-
LY, PROVIDING LONG-DISTANCE
TELECOMMUNICATION SERVICES, IN CLASS 38
(U.S. CLS. 100, 101 AND 104).**

**FOR: TELECOMMUNICATION SERVICES,
NAMELY, LOCAL AND LONG-DISTANCE TRANS-
MISSION OF VOICE, DATA, AND GRAPHICS BY
MEANS OF TELEPHONE, TELEGRAPHIC, CABLE,
AND SATELLITE TRANSMISSIONS; AND TELE-**

FIRST USE 3-1-1996; IN COMMERCE 10-1-1996.

SER. NO. 78-163,991, FILED 9-13-2002.

MICHELE SWAIN, EXAMINING ATTORNEY