

COMMUNICATIONS CONSULTING SERVICES

ORIGINAL
FILE COPY

November 6, 1996

70.

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

961344 - TI

Re: Application of Destiny Telecomm International, Inc.

To The Commission:

Subject to the rules and regulations of the Commission, I hereby submit the above-referenced Application.

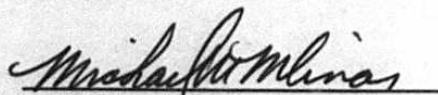
Destiny Telecomm International, Inc. (Destiny) is a California corporation that offers inter- and intrastate interexchange telecommunications services by way of debit card access. Destiny has obtained foreign corporation status and a copy of the qualification documents from the Florida Department of State are appended to the Application.

Destiny will be providing both inter- and intraLATA services, as allowed by state law and regulation, but does not intend to provide operator services (hotels/motels, payphones, airports, prisons, etc.) to the public market.

Attached to this letter are the original and seven (7) copies of the filing. The additional copy of the filing has been included for your return of a file-stamped copy to me in the enclosed, postage-paid envelope. Also enclosed is the filing fee of \$250.

Should there be any questions regarding the Destiny filing, please do not hesitate to contact me at your convenience.

Sincerely,



Michael W. Mlinar
Consultant to Destiny Telecomm International, Inc.

Phone and fax: (805) 565-3338

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

Initials of person who forwarded check:

Edwin Bowles
Billing Analysis

Timothy Chandler
Systems Analysis

Denise Grace
Customer Service

Michael W. Mlinar
Legal & Regulatory Affairs
Managing Partner

Allen Sciarillo
Accounting & Finance

Robyn Shamblin
Carrier Relations

V. Bill Thompson
Technical Applications

Timo P. Voorn
International Advisor

- ACK _____
- AFA _____
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- SEC _____
- WAS _____
- OTH _____

DOCUMENT NUMBER-DATE

1374 Danielson Road, Montecito, California 93108
Phone & Fax: (805) 565-3338

11971 NOV 12 96

FPSC-RECORDS/REPORTING

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains all descriptions, regulations and effective rates, together with information relating and applicable to the furnishing of services and facilities for telecommunications services provided by Destiny Telecomm International, Inc. ("Destiny"). The principal offices for Destiny are located at 100 Hegenberger Rd., Suite 200, Oakland, CA, 94621. This tariff applies to services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: _____
By: _____

Effective: _____

Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

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 at the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	11	Original
2	Original	12	Original
3	Original	13	Original
4	Original	14	Original
5	Original	15	Original
6	Original	16	Original
7	Original	17	Original
8	Original	18	Original
9	Original		
10	Original		

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Randall D. Jeffers
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Oakland, CA 94621

TABLE OF CONTENTS

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Oakland, CA 94621

SYMBOLS USED IN THIS TARIFF

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

- (D) Delete or Discontinue
- (I) Change related to 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 SHEETS FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be Sheet 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 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 their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

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Randall D. Jeffers
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Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.

Authorization Code A multi-digit code which enables a customer to access Destiny network and enables Destiny to identify the customer's use for proper billing.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

Carrier: The term "Carrier" means Destiny Telecomm International, Inc.

Company: The term "Company" means Destiny Telecomm International, Inc..

Customer: See definition under "subscriber".

Exchange Area: The term "exchange area" means a geographically defined area wherein the telephone industry, through the use of maps or legal descriptions, sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Local Access Transport Area ("LATA"): The phrase Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia In Civil Action No. 17-49.

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Oakland, CA 94621

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)

Local Exchange Carrier/Local Exchange: This term means a company exclusively providing telecommunications service within a local exchange or LATA.

Night: The word "night" means after 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city weekdays, all day on Saturday, and Sunday, except from 5:00 P.M. to 11:00 P.M.

Off peak: The term "off peak" means 5:00 P.M. up to and including 11:00 P.M. Monday through Friday, and Sunday, local time in the originating city.

Peak: The word "peak" means 8:00 A.M. up to and including 5:00 P.M., Monday through Friday local time in the originating city.

Subscriber: The term "subscriber" means the firm, company, corporation, or other entity which contracts for service under this tariff and which is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this tariff. The term "customer" is synonymous with the term "subscriber."

Switch: The term "switch" means an electronic device which is used to provide circuit routing and control.

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Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Destiny

2.1.1 Destiny provides 24-hour interLATA and limited IntraLATA telephone services between points in Florida.

2.1.2 Any changes affecting how services provided in this tariff prescribed by the Commission modifies the terms and regulations of service orders to the extent of such change.

2.2 Establishment and Reestablishment of Credit

2.2.1 Destiny reserves the right to examine the credit record and check the references of all applicants and customers.

Issued: _____
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Effective: _____

Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Advance Payments, Deposits, and Guarantors

2.3.1 Advance Payments - All services provided hereunder are by debit cards.

2.3.2 Deposits - Applicant does not accept deposits.

2.4. Method of Service of Notices

2.4.1. Unless otherwise provided by these Rules, any notice by the Carrier to the customer may be given either verbally to the customer or to the customer's authorized representative, or by written notice mailed to the customer's last known address.

2.4.2. Unless otherwise provided by these Rules, any notice by the customer or Destiny authorized representative may be given verbally to the Carrier at the Carrier's business office or by written notice mailed to the Carrier's Business office. Cancellation of service must be by written notice.

2.5. Rendering and Payment of Bills - Applicant does not render bills.

2.5.1 Return check charges - A minimum return check charge of \$10.00, plus 5% of the amount of the check, said total return check charges not to exceed \$20.00, shall be assessed for checks returned unpaid for any reason.

2.6 Disputed Usage

2.6.1. Any disputed usage must be brought promptly to the attention of Destiny by written notification. If such notification is received within thirty (30) days of the usage, Destiny will apply a conditional credit to customer's account in the amount of the dispute, with the conditional credit continuing pending resolution of the dispute and bearing no late fees. Disputes received beyond 30 days of the usage date will not receive the conditional credit to the customer's account. Any disputed amount determined valid will be permanently credited to the customer's account.

Issued: _____

Effective: _____

By:

Randall D. Jeffers
President

Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Limitation of Liability

2.8.1. Indemnification - The customer indemnifies and saves Destiny harmless against all claims arising out of, including but not limited to, (a) acts or omissions of other companies when their facilities are used in connection with Destiny' facilities to provide service; and, (b) claims for libel, slander, or infringement of copyright arising from the material claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

2.8.2. Furnishing of Services

The Company's obligation to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for the provision of the service without unreasonable expense.

2.8.3. Transmitting Messages - The Company does not undertake to transmit messages but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this tariff.

2.8.4. Maintenance and Repair - All costs associated with the maintenance and repair of services furnished by the company will be borne by the Company, except as specified elsewhere in this tariff.

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Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS (continued)**2.8.5. Liability of Carrier**

- 2.8.5.A. The liability of the Carrier, if any, for damages arising out of mistake, omission, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall, in no event, exceed an amount equivalent to the charge to the customer for the service during which such mistake, omission, interruption, delay, error, or defect in transmission occurred in excess of 48 hours after notification has been made. The Carrier will not be responsible for any lost profits, consequential damages, or incidental damages of the subscriber or any other party, or for any claim of damage by the subscriber or against the subscriber by any other party. Any mistake, omission, interruption, delay, error, or defect in transmission or service which are caused by or contributed to by the negligence or willful act of the customer, or which arise from facilities or equipment used by the customer, shall not result in the imposition of any liability upon the Carrier.
- 2.8.5.B. Destiny shall not be liable for any act, omissions to act, negligence, or the quality of service of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by the customer.
- 2.8.5.C. Destiny shall not be liable for any failure of Destiny due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorder, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riot, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Carrier shall not be liable for any failure of Destiny due to necessary network reconfiguration, system modifications for technical upgrades, or regulations established by or actions taken by any court or government agency having jurisdiction over the Carrier.

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100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Limitation of Liability (continued)

2.8.5. Liability of Carrier (continued)

- 2.8.5.D. Destiny shall not be liable for any failure of Destiny caused by or the result of, but not limited to, any act or omission by a customer or any entity other than Destiny that is furnishing services, facilities, and equipment used in connection with Destiny' services or facilities.
- 2.8.5.E. In no event shall the customer have any claims against the Carrier for any fraudulent usage over customer's PBX or other CPE equipment with Direct Inward System Access ("DISA") capability, by an outside caller or employees of the customer.
- 2.8.5.F. Overpayment - The carrier shall not be obligated to refund any overpayment by a customer unless a written claim for such overpayment, together with substantiating evidence which will allow the Carrier to verify such claim, is submitted within one year of the alleged overpayment.
- 2.8.5.G. Disclaimer of Warranties - Except as expressly provided in this tariff, the Carrier makes no expressed or implied understandings, agreements, representations or warranties, including any warranties regarding the merchantability or fitness for a particular purpose.

2.9 Use of Service for Unlawful Purposes - The services tariffed are furnished subject to the condition that they will not be used for any unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Destiny receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.10 Unauthorized Use - Any individual who uses or receives Destiny service, other than under the provisions of an accepted application for service and a current customer relationship, shall be liable for both the tariffed cost of the service received and Destiny' cost of investigation and collection.

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Effective: _____

Randall D. Jeffers
President
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100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Interruption of Service

- 2.11.1. Credit allowance for interruption of service not due to the Company's testing, adjusting or negligence of the Company, or due to customer acts and/or omissions or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the company immediately of any interruption in service; particularly for an interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within the customer's control, or due to customer-provided facilities and/or equipment.
- 2.11.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.11.3. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.11.4. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.12 Information to be Provided to the Public - A copy of this tariff schedule and advice letters will be available for public inspection in the Carrier's business office during regular business hours. For a nominal cost to cover postage and copying fees, upon written request a copy of this tariff will be provided by Carrier's business office.

Issued: _____
By: _____

Effective: _____

Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and Terminate for Phone Calls

The customer's long distance usage charge is based on the actual usage of Destiny's network. Usage begins when the called party picks up the receiver (i.e., when 2-way communication is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 30 seconds for a connected call. Calls are thereafter billed in 6 second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Calculation of Distance

Usage charges for all products are not mileage sensitive.

Issued: _____
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Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

Issued: _____
By: _____

Effective: _____

Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.4 Service Offerings - All services are accomplished through the use of a prepaid calling card account. Access instructions are indicated on the card as well as disclosure of Destiny Telecomm International, Inc. as the service provider and an 800 number for service and service inquiries.

3.4.1 Destiny Dial One Florida

3.4.1.1

Destiny Dial One Florida is Destiny's switched product that allows the subscriber to dial any intrastate interexchange destination by dialing the card access number plus the destination number. Call rating is by minutes of use, as set forth in this tariff in initial 30 second increments, with 6 second increments thereafter.

3.4.1.2

Pricing is based on Peak Cost versus Off Peak Cost, where Peak Cost applies for calls that originate between the hours of 8 a.m. and 5 p.m., at the point of origin; Off Peak Cost is for all other time periods other than Peak periods. Timing applies seven days per week.

3.4.2 Destiny Toll Free Florida

3.4.2.1

Destiny Toll Free Florida is Destiny's switched 800 service product that allows a subscriber to receive incoming calls without a charge to the calling party. Charges are applied against the subscriber's prepaid account. The subscriber directs Destiny as to what phone number the subscriber wishes the 800 number directed for answering by the subscriber. Call rating is by minutes of use, as set forth in this tariff in initial 30 second increments, with 6 second increments thereafter.

3.4.2.2

Pricing is based on Peak Cost versus Off Peak Cost, where Peak Cost applies for calls that originate between the hours of 8 a.m. and 5 p.m., at the point of origin; Off Peak Cost is for all other time periods other than Peak periods. Timing applies seven days per week.

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Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 4 - RATES AND CHARGES**3.4.3 Destiny Travel Card**

The Destiny Travel Card allows the subscriber to obtain Destiny's intrastate rate from any phone. The subscriber dials an 800 number to access Destiny's network, receives a "bong" tone, after which the subscriber enters the Personal Identification Number ("PIN") of the subscriber, after which the subscriber is directed to enter the called phone number. Call rating is by minutes of use, as set forth in this tariff, in initial 30 second increments, with 6 second increments thereafter. A per call surcharge is also applied.

4.1 Destiny Dial One Florida

Peak - \$0.1435 per minute
Off Peak - \$0.1006 per minute

4.2 Destiny Toll Free Florida

Peak - \$0.1519 per minute
Off Peak - \$0.1431 per minute
Weekends and
11pm-8pm - \$0.1287 per minute

4.3 Destiny Travel Card

Peak - \$0.1435 per minute
Off Peak - \$0.1006 per minute

Surcharge - \$0.25 per call

4.4 TAXES AND SURCHARGES

In addition to the charges specifically pertaining to Destiny services, certain federal, state, and municipal surcharges, taxes, and fees will be applied as separate line items on the customer's bill. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for Destiny's intrastate services.

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Randall D. Jeffers
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100 Hegenberger Rd., Suite 200
Oakland, CA 94621

SECTION 4. RATES AND CHARGES (continued)

4.5 EXEMPTIONS AND SPECIAL RATES

4.5.1 Discounts for Hearing Impaired Customers

Intrastate toll message rates for Telecommunications Device for the Deaf (TDD) users, which is communicated using a TDD by properly certified business establishments or individuals equipped with TDDs for communication with hearing impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and local exchange carriers.

4.5.2 Special Promotions

The company will, from time-to-time, offer special promotions to its customers, waiving certain charges. These promotions will be approved by the Commission, with specific starting and ending dates. The offerings will not, under any circumstance, run for longer than 90 days in any 12 month period.

Issued: _____
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Effective: _____

Randall D. Jeffers
President
Destiny Telecomm International, Inc.
100 Hegenberger Rd., Suite 200
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COMMUNICATIONS CONSULTING SERVICES

November 6, 1996

1114
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Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850

Edwin Bowles
Billing Analysis

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V. Bill Thompson
Technical Applications

Timo P. Voorn
International Advisor

Re: Application of Destiny Telecomm International, Inc.
DEPOSIT TREAS. REC. DATE

To The Commission: D400 NOV 13 96

Subject to the rules and regulations of the Commission, I hereby submit the above-referenced Application.

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Destiny will be providing both inter- and intraLATA services, as allowed by state law and regulation, but does not intend to provide operator services (hotels/motels, payphones, airports, prisons, etc.) to the public market.

Attached to this letter are the original and seven (7) copies of the filing. The additional copy of the filing has been included for your return of a file-stamped copy to me in the enclosed, postage-paid envelope. Also enclosed is the filing fee of \$250.

Should there be any questions regarding the Destiny filing, please do not hesitate to contact me at your convenience.

Sincerely,

M

MICHAEL W. MLINAR
CLIENT ACCOUNT
1374 DANIELSON RD.
MONTECITO, CA 93108
CDL #B5081544

90-7003/3222
0958109807

1114

DATE 11/6/96

PAY TO THE ORDER OF Florida Public Service Comm. \$ 250.00
Two hundred fifty and no/100 DOLLARS

GREAT WESTERN BANK

A Federal Savings Bank
1302 STATE STREET
SANTA BARBARA, CA 93101
1-800-TATUS-5

MEMO Destiny filing Michael W. Mlinar

COMMUNICATIONS CONSULTING SERVICES

November 6, 1996

Florida Public Service Commission
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Tallahassee, Florida 32399-0850

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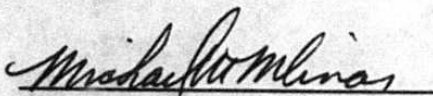
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Sincerely,



Michael W. Mlinar
Consultant to Destiny Telecomm International, Inc.

Phone and fax: (805) 565-3338

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

ORIGINAL
FILE COPY

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

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. in case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices.
If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- E. Once completed, submit the original and six (6) Copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

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

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

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To an uncertificated company).
- Approval for transfer of control (To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider - company provides or plans to provide alternative operator services for IXCS; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount, Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

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

Destiny Telecomm International, Inc.

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

Destiny Telecomm International, Inc.

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

100 Hegenberger Road, Suite 200, Oakland, CA 92461

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

1201 Hays Street, Tallahassee, Florida 32301

7. Structure of organization;

- () Individual (X) Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other, _____

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

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

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

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

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

9. If incorporated, please give:

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

Attachment 1

Corporate charter number: F96000005627

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

Corporation Services Co., 1201 Hays St., Tallahassee, FL

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

Not applicable; Applicant does not have fictitious name.

Fictitious name registration number: _____

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

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **No.**

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

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

(a) The application; **Michael W. Mlinar, 1374 Danielson Road, Montecito, CA 93108 (805) 565-3338**

(b) Official Point of Contact for the ongoing operations of the company; **Same as a.**

(c) Tariff; **Same as a.**

(d) Complaints/inquiries from customers; **Same as a.**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier. **None**

(b) Has applications pending to be certificated as an interexchange carrier. **See Attached Exhibit 2.**

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

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. **None**

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. **None**

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. **None**

12. What services will the applicant offer to other certificated telephone companies: **None**

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> Facilities. | <input type="checkbox"/> Operators. |
| <input type="checkbox"/> Billing and Collection. | <input type="checkbox"/> Sales. |
| <input type="checkbox"/> Maintenance. | |
| <input type="checkbox"/> Other: | |

13. Do you have a marketing program?

Yes

14. Will your marketing program:
- Pay commissions?
 - Offer sales franchises?
 - Offer multi-level sales incentives?
 - Offer other sales incentives?

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

See Attachment 3.

16. Who will receive the bills for your service (Check all that apply)? **Not Applicable-services provided are by debit card access. No bills are necessary.**

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

17. Please provide the following (if applicable): **N/A-See 16.**

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

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

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

A. Financial capability. **Attachment 4**

Regarding the showing of financial capability, the following applies:

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

Because Applicant has been in business since July of 1995, it only has financials since that time.

1. the balance sheet
2. income statement
3. statement of retained earnings.

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

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

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

If available, the financial statements should be audited financial statements. **Applicant does not have audited financial statements.**

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

B. Managerial capability. **Attachment 5**

C. Technical capability. **Attachment 6**

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). **Attachment 7**

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

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

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

MTS With statewide flat rates per minute (i.e. Not Distance sensitive)
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers
 Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 2524.480(2).

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

- Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

- Travel Service
- Method of access is 950
- Method of access is 800 (and 888)

- 900 service

- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.
- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
**1-800-NXX-XXXX-1-(NPA)-NXX-XXXX, for toll calling, or;
1-800-NXX-XXXX-(customer is given option codes for access to enhanced service such as voice mail, fax retrieval, etc.**

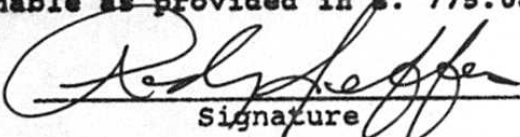
22. Other:

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL:


Signature

11-5-96
Date

Randall O. Jeffers
President
Title

(510) 563-3000
Telephone No.

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) RANDALL D. JEFFERS

(TITLE) PRESIDENT of (NAME OF COMPANY)

_____, and current holder of certificate number _____ have reviewed this application and join in the petitioner's request for a transfer of the above-mentioned certificate.

UTILITY OFFICIAL:

Randall D. Jeffers
Signature

11-6-96
Date

Randall D. Jeffers

President
Title

(510) 563-3000
Telephone No.

NOT APPLICABLE TO CURRENT APPLICANT: NO CERTIFICATE IS BEING TRANSFERRED.

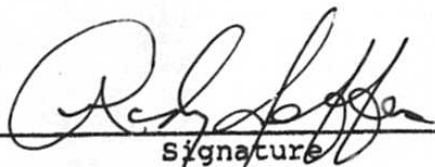
**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:



Signature

11-5-96
Date

Randall D. Jeffers
President

Title

(510)563-3000
Telephone No.

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased. **See MCI-Florida tariff for POP addresses.**

1) 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased. **See MCI-Florida tariff for switch addresses. Applicant leases facility from MCI.**

1) 2)

3) 4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased. **See MCI-Florida tariff for POP addresses.**

1) POP-to-POP TYPE OWNERSHIP

2)

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

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

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

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

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

UTILITY OFFICIAL:


Signature

11-5-96
Date

Randall P. Jeffers
President
Title

(570) 563-3000
Telephone No.

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

** FLORIDA EAS FOR MAJOR EXCHANGES **

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.

OCALA:

Belleview, Citra, Dunnellon,
Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs
and Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

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

ORLANDO:

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

WINTER PARK:

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

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

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

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs,
Deerfield Beach and
Ft.Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield
Beach, Hollywood and Pompano
Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and
Perrine

APPENDIX E

GLOSSARY

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 1OXXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an icx or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange **area**. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC)* Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER* Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

- | | |
|--|-------------------|
| A - CERTIFICATE TRANSFER STATEMENT | - Not applicable. |
| B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS | - Completed |
| C - INTRASTATE NETWORK | - Completed |
| D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES | - Completed |
| E - GLOSSARY | - Attached |

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473,
and 2524.480(2).

ATTACHMENT 1



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 30, 1996

CSC NETWORKS

Qualification documents for DESTINY TELECOMM INTERNATIONAL, INC. were filed on October 30, 1996 and assigned document number F96000005627. 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.

A corporation annual 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 (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Michael Mays
Document Specialist
Division of Corporations

Letter Number: 096A00050004

Account number: 072100000032

Account charged: 70.00

ATTACHMENT 2

Alabama	Hawaii	Massachusetts	New Mexico	South Dakota
Alaska	Idaho	Michigan	New York	Tennessee
Arizona	Illinois	Minnesota	No. Carolina	Texas
Arkansas	Indiana	Mississippi	North Dakota	Utah
California	Iowa	Missouri	Ohio	Vermont
Colorado	Kansas	Montana	Oklahoma	Virginia
Connecticut	Kentucky	Nebraska	Oregon	Washington
Delaware	Louisiana	Nevada	Pennsylvania	West Virginia
Florida	Maine	New Hamp.	Rhode Island	Wisconsin
Georgia	Maryland	New Jersey	South Carolina	Wyoming

ATTACHMENT 3

What is the Destiny Telecomm pre-paid phone card?
Utilizing the latest technology in the telecommunications industry, the **Destiny Telecomm** card allows you to place long distance calls from any touch tone phone without the use of credit cards, collect calls, coins, or 3rd party billing.

Why the Destiny Telecomm card?

Pre-paid phone cards are a 5+ Billion Dollar industry, popular in over 200 countries around the world, however, the concept is new in the United States. The **Destiny Telecomm** card has all the latest technological features including: Voice Mail, with your own private mailbox, FAX Mailbox, Message Forwarding, Rechargeable, via quick phone call, Customer Service, and the **Destiny Telecomm** cards are Collectibles. Each card is part of a limited edition printing.

It's easy to use!

Dial the 800# printed on the back of the card. Enter your private security code. Enter the area code and phone number you're calling. You're connected! *That's how easy it is!*

Destiny Telecomm cards are:

- ★ Wonderful gift ideas
- ★ Great for students away at college
- ★ Convenient for salesmen away from home
- ★ Reliable for truck drivers on the road
- ★ Easy to use for businesses large & small
- ★ Dependable for those who travel
- ★ Powerful promotion idea for businesses
- ★ Proven fundraiser for associations and non-profit groups

The Destiny Telecomm Card is Unique

- ★ No credit approval needed
- ★ Low cost flat rate anywhere in the U.S. including Alaska and Hawaii
- ★ International calling anywhere in the world
- ★ Easy to use . . . no coins needed
- ★ Call from any touch tone phone
- ★ No expensive purchases or hidden fees
- ★ Costs less than pay phones, collect calls, or phone cards from AT&T & Sprint
- ★ Great rates to Mexico
- ★ Voice mail with your private mailbox
- ★ Fax mailbox
- ★ Message forwarding
- ★ 24 hour customer service
- ★ **Destiny Telecomm** cards are collectibles . . . trade them or hold them for possible appreciation in value
- ★ Eliminates fraud and misuse
- ★ Protects your telephone privacy
- ★ Ideal for budgeting

*For more information contact the following
Destiny Telecomm Independent Representative:*

DESTINY TELECOMM INTERNATIONAL, INC.
100 Hegenberger Road, Suite 115
Oakland, California 94621
(510) 563-3000
FAX (510) 635-4400



★
**THE GREATEST
OPPORTUNITY
IN
AMERICAN
BUSINESS
TODAY**
★

*Make Your Dreams Come True with
Destiny Telecomm's Pre-paid
Long Distance Phone Cards*

America was built on hard work, hope, and the Dream that anyone can become successful. That's the promise of America...

At **Destiny Telecomm** we're making those dreams come true... everyday!

Make your dreams come true with **Destiny Telecomm!**

- ★ New home
- ★ College fund
- ★ New car
- ★ Vacation home
- ★ Travel
- ★ Own your own business
- ★ Freedom

- ★ Commissions paid daily! 6 days per week!
- ★ Monthly contests & bonuses
- ★ No inventory to stock or ship
- ★ A business of your own
- ★ No monthly purchases required
- ★ No monthly quotas

- ★ Full-service business programs
- ★ International call back program
- ★ Private label phone card program

NEVER PAY FOR LONG DISTANCE CALLS AGAIN BY FOLLOWING THE DESTINY TELECOMM PROGRAM

Phase 1		Phase 2		Phase 3	
\$100	1 DT Card	\$300	5 DT Cards	\$1000	16 DT Cards
Your Group Sales	Your Commissions	Your Group Sales	Your Commissions	Your Group Sales	Your Commissions
12	\$100	12	\$500	12	\$2000
50	\$500	50	\$2000	50	\$7000

How does the Destiny Telecomm Program work?

1. Start by buying one 3 hour *Destiny Telecomm* card and sales kit for \$100. (That's all you ever have to pay out of your pocket!) Personally sponsor 2 other people. Now, you qualify for commissions. Now help each of your two IRs sell their two. When your organization has attained 12 sales, with at least 1/3 (4) in each leg, you receive \$100 commission. When your organization has attained 50 sales, with at least 1/3 (17) in each leg, your commission is \$500. You may now re-enter Phase 1, with a new *Destiny Telecomm* card order. All new sales made by your existing organization count toward your next 12 and 50. You may do this over and over again until you are earning the maximum Phase 1 commission of \$500 per day. Each *Destiny Telecomm* card earned is good for 60 minutes of domestic time or 60 units of international time.

2. Enter Phase 2 with a \$300 purchase of 5 *Destiny Telecomm* cards the first time you complete Phase 1. (This is deducted out of your Phase 1 commission, not out of your pocket). When 12 tracking downline I.D. numbers follow you into Phase 2, you earn a commission of \$500. When 50 follow you into Phase 2, your commission is \$2000. You may now re-enter Phase 2 with a new *Destiny Telecomm* card order.

3. Enter Phase 3 with a \$1000 purchase of 16 *Destiny Telecomm* cards the first time you complete Phase 2. (This is deducted out of your Phase 2 commissions) When 12 of your downlines follow you into Phase 3, you earn a commission of \$2000. When 50 follow you into Phase 3, your commission is \$7000. You may now re-enter Phase 3 with a new Phase 3 *Destiny Telecomm* card order.

4. You are now cycling through all 3 phases at the same time. Each time one of your downline I.D. number re-enters a phase, that "reorder sale" will count for you the same as if it were a new entry. Just remember, when reaching the 12 and 50 quotas, you must have 1/3 of the quota (4 or 17) in each leg.

PURCHASE OPTIONS* (FIRST TIME PURCHASE ONLY)

Program	Tracking I.D. #s	Cost	Initial Time
1. Standard	1	\$100	3 Hrs
Standard Deluxe	1	\$150	8 Hrs
2. Turbo	3	\$300	5 Hrs
Turbo Deluxe	3	\$350	10 Hrs
3. Super Turbo	7	\$700	9 Hrs
Super Turbo Deluxe	7	\$750	14 Hrs

*Maximum purchase is Turbo Deluxe in the states of Florida, Michigan & South Dakota.

11.9c / minute

Residential & Business
& Travel Card

Destiny Telecomm International, Inc.

Questions and Answers

The following information is designed to answer many of the commonly asked questions about Destiny Telecomm and The Greatest Opportunity in American Business Today.

- 1.Q. I understand that it is possible for me to have virtually unlimited long distance calling. How is that possible?**
- A. Each time you enter into phase one, two, or three, you will receive either one, five, or sixteen pre-paid long distance calling cards. Each card has sixty minutes domestic U.S. calling time on it. Since most representatives choose to automatically re-enter each phase, these telecards are purchased by you out of your commissions each time you re-enter a business phase. You never have to pay out of your pocket again after your initial card purchases.**
- 2.Q. Is there any additional cost to me other than the \$100 per collectible Pre-paid phone card?**
- A. No, other than optional sales aids. In fact, the initial \$100 is earned back as soon as you have 12 sales total in your organization, with at least one-third or 4 of those sales in your left or right leg. If you choose for automatic renewal, each time you have 50 sales in a business phase, Destiny Telecomm will automatically deduct the re-entry cost of \$100, \$300, or \$1,000 out of your earned commissions. You do have the opportunity to purchase more than one collectible pre-paid phone card. Many representatives purchase our turbo or super turbo card program initially in order to maximize their earning potential.**
- 3.Q. What is the key to success in Destiny Telecomm?**
- A. The most important accomplishment is to encourage everyone to sponsor at least two people for every business center they own. A fast start is important because it accelerates your opportunity for faster cycling through each business phase.**
- 4.Q. Is Destiny Telecomm a multi-level company?**
- A. No. Destiny Telecomm is a network marketing company that pays commissions based on a sales quota marketing plan for every 12 and 50 sales you have in you downline organization. Destiny Telecomm markets pre-paid long distance calling cards. The marketing program is a simple, yet highly effective binary marketing system. You build your own organization down from the two positions under each business center you own.**

- 5.Q. How are commissions tracked and how often are they paid?**
A. Destiny Telecomm tracks commission on a state of the art customized software program. Each day sales are down loaded and checks are written six days a week.
- 6.Q. What technology supports the telecards from Destiny Telecomm?**
A. Destiny Telecomm's telecard program is supported by one of the most technically advanced switching networks in the United States. Supported by not one or two computer telephony switches, but dozens of switches located throughout the United States providing for the most advanced calling features available anywhere, including voicemail, dial and connect-to-me service, speed dial, pager notification, and many more.
- 7.Q. What are Destiny Telecomm's plans for future telecard issues?**
A. Destiny Telecomm is issuing special state series telecards now. In addition, collectible quality inspirational, religious, and special Mexico telecards have just been released. Destiny Telecomm is also only the second company in the world to release its' first "Silver Dollar Telecard" commemorating the "Extravaganza" held in Portland. This pure silver coin telecard only had 300 mint issues with sequential numbering and ten minutes of calling time. New and innovative telecard issues will continue to come forward from Destiny Telecomm... The Greatest Opportunity in American Business Today!
- 8.Q. Other than telecards, what else does Destiny Telecomm offer to representatives for income opportunities?**
A. Destiny Telecomm continues to seek products and services that enhance the overall value of membership to our independent representatives. Presently, Destiny Telecomm offers commission sales opportunities through their International Callback Program and Business Long Distance Calling Program. Other opportunities for income development are available with our Quick Call Dialers and Pager Program. Destiny Telecomm's Custom Telecard Program provides for excellent sales opportunities in the hottest telecommunications market in the United States.....Custom telecards are the newest fund raising item and for product or company promotions, telecards are catching on like a wild fire. Now, Destiny Telecomm representatives can easily provide telecards to meet these growing market needs.

Destiny Telecomm...The Greatest Opportunity in American Business Today!

Extra Income

Virtually Unlimited Long Distance

Earn \$100 - \$500 Daily Or More

Paid Six Days A Week

DESTINY TELECOMM

AUDIO VOICE 512-703-6131

15 minutes - DESTINY LIVE! This weekly informational update of current events will feature Randy Jeffers as the main speaker and Margie Johnson as the host. At times there will be guest speakers, but whatever the format, this call will be recorded on a weekly basis, and available 24 hours a day for you to listen to. Please utilize this service and pass the information on to your partners, so they may access this exciting new marketing tool.

10 minutes - Marketing Plan This 10 minute presentation will explain the marketing plan to anyone who calls in. You can use this tool to introduce our opportunity to long distance prospects or as a training tool for new representatives to learn how to present the marketing plan.

5 minutes - Testimonials This will include testimonials from independent representatives about their success with **DESTINY TELECOMM**. Another fantastic marketing tool!

The following boxes will explain each program in detail:

5 minutes - Long Distance "Dial 1" Calling Plan

5 minutes - Tel-A-Call International

5 minutes - Pagers

5 minutes - Magic Number

5 minutes - Custom Cards

FAX ON DEMAND 512-703-6135

1. Company Profile and Application
2. Long Distance "Dial 1" Calling Plan
3. Tel-A-Call International (Enhanced Callback)
4. Pagers
5. Magic Number
6. Custom Cards
7. Order forms for Promotional Items and Cards - International, Religious, Hispanic, and Limited Edition Telecards
8. Telecard Use Option Features

IMPORTANT SPONSORING GUIDELINES

You have several options to start your Destiny Telecomm business.
(See illustrations provided on back of this sheet)

- Option 1:** STANDARD You may purchase 3 hours of collectable pre-paid phone cards for \$100 and at that point are assigned a commission tracking ID#.
- Option 2:** STANDARD DELUXE You may purchase 8 hours of collectable pre-paid phone cards for \$150 and are assigned commission tracking ID#.
- Option 3:** TURBO You may purchase 5 hours of pre-paid collectible phone cards for \$300 and are assigned three commission tracking ID#s.
- Option 4:** TURBO DELUXE You may purchase 10 hours of collectable pre-paid phone cards for \$350 and are assigned three commission tracking ID#s.
- Option 5:** SUPER TURBO You may purchase 9 hours of pre-paid collectible phone cards for \$700 and are assigned seven commission tracking ID#s.
- Option 6:** SUPER TURBO DELUXE You may purchase 14 hours of pre-paid collectible phone cards for \$750 and are assigned seven commission tracking ID#s.
- Option 7:** You may purchase collectable pre-paid phone cards in more than one transaction, in different increments.
- Note:** A maximum of seven ID#s may be owned per individual. You may sponsor yourself only in the "legs" downline from your originally assigned business centers.

Maximum purchase is Turbo Deluxe in the states of Florida, Michigan & South Dakota.

****You may not "cross line" sponsor or purchase into other organizations when purchasing collectible pre-paid phone cards. Variations to the accepted purchase options will cause the Representative to be subject to termination.**

AVOID DELAYS!

Be sure your applications are accurate and complete before submitting. *Once received at the Corporate office, changes cannot be guaranteed.*

When completing applications, please write or print legibly, only in the spaces provided and submit only those applications that remain within the Destiny Telecomm guidelines.

If the application has been faxed in, please do not mail in the original, but keep it for your records. Include a contact name and number when you submit multiple applications.

THANK YOU VERY MUCH AND WELCOME ABOARD!

COMMISSIONS

DESTINY TELECOMM BUSINESS CYCLE PROGRESSION

How it Works the First Time . . .

Phase I

	Pay	\$100.00			
	Receive	<u>\$100.00</u>	check		
Commissions		\$500.00		
Earned		<u>-\$300.00</u>		
		200.00			
	Receive	<u>- 100.00</u>		
		<u>\$100.00</u>	check		

Enter Phase I — receive 1 card
 After first 12 sales with minimum of 1/3 on either side.
 After first 50 sales with minimum of 1/3 on either side.
Enter Phase II — get 5 cards.

Re-enter Phase I — receive 1 card.



Phase I now runs independently



Phase II

Entered Above

	Receive	<u>\$500.00</u>	check		
Commissions		\$2000.00		
Earned		<u>-\$1000.00</u>		
		1000.00			
	Receive	<u>- 300.00</u>		
		<u>\$700.00</u>	check		

When 12 associates follow into *Phase II* with minimum of 1/3 on either side.
 When 50 associates follow into *Phase II* with minimum of 1/3 on either side.
Enter Phase III — get 16 cards.

Re-enter Phase II — receive 5 cards.



Phase II now runs independently



Phase III

Entered Above

	Receive	<u>\$2000.00</u>	check		
Commissions		\$7000.00		
Earned		<u>-1000.00</u>		
	Receive	<u>\$6000.00</u>	check		

When 12 associates follow into *Phase III* with minimum of 1/3 on either side.
 When 50 associates follow into *Phase III* with minimum of 1/3 on either side.
Re-enter Phase III — receive 16 cards.



Phase III now runs independently

COMMISSIONS

DESTINY TELECOMM RESULTS AFTER RE-ENTRY

Phase I

Commissions Earned	<u>\$100.00</u> check	After first 12 sales with minimum of 1/3 on either side follow.
Commissions Earned	\$500.00	After first 50 sales with minimum of 1/3 on either side follow.
Receive	<u>- 100.00</u> <u>\$400.00</u> check	Re-enter <i>Phase I</i> — receive 1 card.



This is continued from now on.

Phase II

Commissions Earned	<u>\$500.00</u> check	When 12 associates follow into <i>Phase II</i> with minimum of 1/3 on either side.
Commissions Earned	\$2000.00	When 50 associates follow into <i>Phase II</i> with minimum of 1/3 on either side.
Receive	<u>- 300.00</u> <u>\$1700.00</u> check	Re-enter <i>Phase II</i> — receive 5 cards.



This is continued from now on.

Phase III

Commissions Earned	<u>\$2000.00</u> check	When 12 associates follow into <i>Phase III</i> with minimum of 1/3 on either side.
Commissions Earned	\$7000.00	When 50 associates follow into <i>Phase III</i> with minimum of 1/3 on either side.
Receive	<u>-1000.00</u> <u>\$6000.00</u> check	Re-enter <i>Phase III</i> — receive 16 cards.



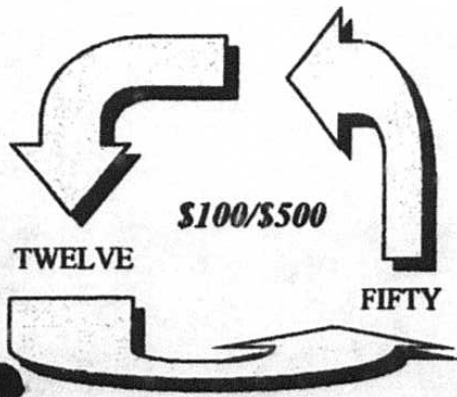
This is continued from now on.

© REVISED 3-6-96

CYCLING THROUGH PROFITS WITH DESTINY TELECOMM

PHASE 1

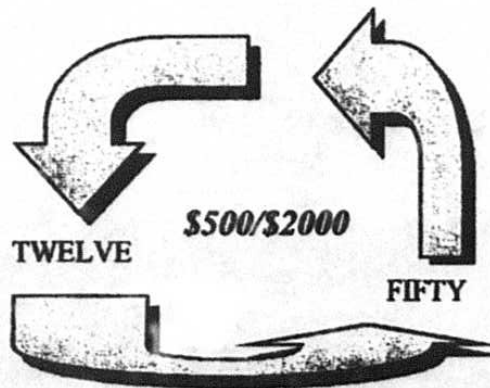
\$100 START/\$100 START OVER



\$300
(first time)
→

PHASE 2

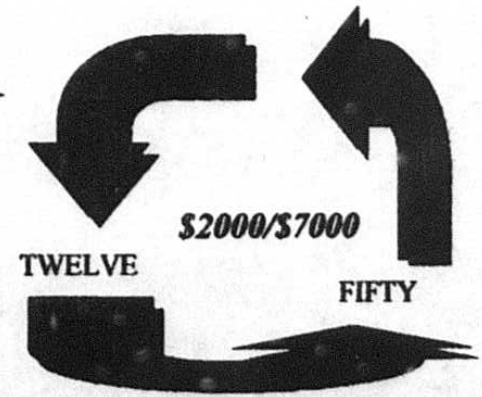
\$300 START/\$300 START OVER



\$1000
(first time)
→

PHASE 3

\$1000 START/\$1000 START OVER



COMMISSIONS

1ST TIME		FOLLOWING CYCLES	
\$100		\$100	
\$500	<\$100>	\$500	<\$100>
	<\$300>		
<hr/>		<hr/>	
\$200		\$500	

COMMISSIONS

1ST TIME		FOLLOWING CYCLES	
\$500		\$500	
\$2000	<\$300>	\$2000	<\$300>
	<\$1000>		
<hr/>		<hr/>	
\$1200		\$2200	

COMMISSIONS

1ST TIME		FOLLOWING CYCLES	
\$2000		\$2000	
\$7000	<\$1000>	\$7000	
<hr/>		<hr/>	
\$8000		\$8000	

Purchase Options

Program	Tracking ID's	Cost	Initial Time
1. Standard	1	\$100	3Hrs
2. Standard Deluxe	1	\$150	8Hrs
3. Turbo	3	\$300	5Hrs
4. Turbo Deluxe	3	\$350	10Hrs
5. Super Turbo	7	\$700	9Hrs
6. Super Turbo Deluxe	7	\$750	14Hrs

Prices indicated above are for initial purchases only

Limitation: Maximum Purchase is Turbo Deluxe in the States of Florida, Michigan & South Dakota

DESTINY TELECOMM INTERNATIONAL INC.

Independent Representative Application and Agreement

IMPORTANT! To avoid delays, please type or use black ink and print clearly. Review for accuracy BEFORE submitting. DO NOT fax an application more than once unless requested by the corporate office.

Applicant

Name of Applicant (Must be 18 years or older (Last, First, Middle Initial) or Company Name)

Social Security # or Federal ID # (if applicable)

Phone (Home) Phone (Work) Fax Number

Address (Please print clearly)

City State Zip

Contact Person

Name of Contact Person (Required unless same as above)

Address

City State Zip

Phone (Home) Phone (Work) Fax Number

Sponsor

Name of Sponsor (Last, First, Middle Initial)

Sponsor's Phone Number

Sponsor's Destiny Telecomm ID # (Required)

Sponsor's Social Security # (or Fed ID#)

Agreement

I hereby apply to become an Independent Representative of Destiny Telecomm International, Inc. and have read, understood and accepted all terms and conditions as listed on the back of this agreement. I understand there is no charge to become an Independent Representative with Destiny Telecomm International Inc. to market all approved products.

Signature Date

DESTINY TELECOMM INTERNATIONAL INC.

Product Order Form

Independent Rep

Name of IR (Last, First, Middle Initial) or Company Name Social Security # or Federal ID # (if applicable)

Phone (Home) Phone (Work) Fax Number

Address (Please print clearly) City State Zip

- Selection**
- \$100 - 3 hrs (Standard) \$150 - 10 hrs (Standard Deluxe) \$200 (To complete Turbo)
- \$300 - 8 hrs (Turbo) \$350 - 9 hrs (Turbo Deluxe) \$400 (To complete Super)
- \$700 - 5 hrs (Super Turbo) \$750 - 14 hrs (Super Turbo Deluxe) \$600 (To complete Super)

IMPORTANT! 3 hour card (Liberty Card) and 5 hour card (Freedom Card) available with First Time purchase ONLY. Additional purchases are one-hour collectible cards. Limitation: Maximum purchase is Turbo Deluxe in the states of Florida, Michigan and South Dakota.

Options

MCI Dial One Long Distance (11.9¢ per minute interstate)

YES! I hereby authorize DTI, (as agent for MCI) to act as my agent in respect to the fulfillment of communication services. I understand that this agreement shall remain in effect until written notice is provided by the undersigned. Termination of this agreement will not release me from any obligation to pay my amounts due. Service currently not available in Alaska. Enter phone numbers you want to sign up below.

() () ()

Phone Numbers

- The Destiny**, the newsmagazine for the Independent Reps of Destiny Telecomm
- YES! I hereby subscribe to *The Destiny* newsmagazine. \$24 for 1 year subscription.
- Magic Number SOLUTION 30: \$11.75/month
- I hereby apply for Magic Number. SOLUTION 60: \$19.75/month
- ULTIMATE SOLUTION: \$32.75/month CORPORATE SOLUTION: \$750.00/month

Payment Information: Make money orders and cashiers checks payable to "Destiny Telecomm International, Inc." (DO NOT FAX applications when paying by money order or cashiers check.)

Payment Info

Credit Card # Exp. Date (Month/Year)

Card Holder's Name Card Holder's Phone #

Card Holder's Signature

- YES! Please enroll me in the Destiny Automatic Re-Entry into Phase 1, 2 & 3.
- YES! Please waive my 3-day right to cancel and rush my order ASAP (see NOTE)

Agreement

Signature Date

NOTE: You may cancel this transaction without penalty or obligation no later than midnight of the third business day subsequent to the date of this order. To cancel this order you may mail, wire, deliver, telegram or fax a signed and dated written notice to Destiny Telecomm at the address below. All orders will be processed on the third business day after receipt, unless three-day right to cancel is waived (see above).

TOTALS

Options \$ _____

MCI Dial One \$ *No charge for sign-up*

The Destiny magazine \$ _____
Please do not pay now

Magic Number \$ *Magic Number will bill you*

Total Amount Enclosed \$ _____

PAYMENT OPTIONS

- Money Order/Cashiers Check
- Visa* (13 or 16 digits)
- Master Card* (16 digits)
- Discover* (16 digits)
- American Express*

*Note: \$5 processing fee per Tracking I.D. Number for faxed applications

Destiny Telecomm International, Inc., 100 Hegenberger Road, Suite 115, Oakland, California 94621 Phone: 510-563-3000 Fax: 510-635-4400

Destiny Telecomm International, Inc., 100 Hegenberger Road, Suite 115, Oakland, California 94621 Phone: 510-563-3000 Fax: 510-635-4400

DESTINY TELECOMM INTERNATIONAL INC. - TERMS AND CONDITIONS

I hereby apply to become an Independent Representative (hereinafter referred to as IR) of DESTINY TELECOMM International, Inc. (hereinafter referred to as DESTINY TELECOMM) and to participate in its marketing program.

AS AN INDEPENDENT REPRESENTATIVE, I UNDERSTAND AND AGREE THAT:

1. I am of legal age in the jurisdiction in which I enter this agreement.
2. I shall become an IR upon acceptance of this application by the company. I shall have the right to sell the products offered by DESTINY TELECOMM in accordance with the marketing program and policies and procedures, which may be amended from time to time. Amendments are made by announcements in company publications.
3. DESTINY TELECOMM International, Inc. at its discretion, may amend the marketing plan, its policies and procedures, and terms of this IR agreement.
4. I have carefully reviewed DESTINY TELECOMM'S marketing plan, policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by DESTINY TELECOMM. I certify that I have received a copy of the marketing plan and policies and procedures from my sponsor, my upline or from DESTINY TELECOMM.
5. An IR shall be entitled to cancel participation in the marketing program at any time and for any reason upon written notice to the company. Upon notification or termination, the sponsoring IR or DESTINY TELECOMM will repurchase mandatory sales kit materials in accordance with its policies as set forth in the DESTINY TELECOMM marketing plan, policies and procedures. The term of the company IR agreement is one year. IR's must renew annually. Annual fee is \$10.00.
6. Upon acceptance of this application by DESTINY TELECOMM, I will be an independent contractor, responsible for my own business and not an employee of DESTINY TELECOMM. I will not be treated as an employee with regard to any state or federal laws covering employees, including but not limited to the Federal Insurance Contributions Act, Workmen's Compensation, Income Tax withholding at source, or any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use the DESTINY TELECOMM trade names and/or trademarks except in sales materials or in other advertising provided to me by DESTINY TELECOMM. Furthermore, only literature produced or otherwise authorized by DESTINY TELECOMM may be used. Any use of unauthorized literature is strictly prohibited and is grounds for termination.
8. Any IR who sponsors other IRs, must fulfill the obligation of performing a bona fide supervisory, distributing, and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. IRs must maintain ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include but are not limited to: personal meetings, telephone contacts, voice mail, electronic mail, training sessions, accompanying individuals to company training and sharing genealogy information with those sponsored. IRs must provide evidence to DESTINY TELECOMM at its request of ongoing fulfillment of supervisory responsibilities.
9. The DESTINY TELECOMM program is built on retail sales to the ultimate consumer. DESTINY TELECOMM recognizes that IRs may also wish to purchase product for their own personal or family use. Under the DESTINY TELECOMM program, IR will not receive credit for sales quotas, bonuses, qualification, or advancement for his or her personal purchases, nor will he or she receive commissions on personal purchases of other products that may from time to time be offered by DESTINY TELECOMM.
10. IR acknowledges that he/she is a wholly independent marketing representative who establishes and services retail customers for DESTINY TELECOMM products as an independent contractor. The position of IR does not constitute either a sales of a franchise or of a distributorship. Absolutely no fees have been or will be required from the

IR for the right to distribute DESTINY TELECOMM products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any IR, Sponsor, and/or DESTINY TELECOMM.

AS AN INDEPENDENT REPRESENTATIVE, the IR shall:

- A. Abide by any federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of company products.
 - B. At the IR's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of DESTINY TELECOMM products.
 - C. Be solely responsible for declaration and payment of all local, state and federal taxes as they accrue because of the IR's activities in connection with this agreement.
11. If IR has purchased DESTINY TELECOMM products and/or sales materials and is in default on payments, DESTINY TELECOMM shall be entitled to deduct amounts due from commissions due. In addition, default on payments due for elective purchases from DESTINY TELECOMM shall be grounds for termination of IR and/or such legal action as the company deems appropriate.
 12. Prior written approval from DESTINY TELECOMM is required for the following:
 - A. To advertise DESTINY TELECOMM products;
 - B. To use or produce sales materials other than DESTINY TELECOMM produced materials relating to the products, company, or marketing plan.
 13. IR agrees to submit any complaint, grievance or claim against an IR or DESTINY TELECOMM to the Dispute Resolution Board for resolution and settlement in accordance with the policies and procedures prior to contacting any regulatory agencies or taking any legal action. IR agrees to allow the Dispute Resolution Board sixty days to handle the claim. IR agrees that a breach of this covenant on his/her part will make IR liable for damages and legal cost to DESTINY TELECOMM.
 14. IR understands and agrees that the binary marketing plan and any other plan used by DESTINY TELECOMM for marketing its products has specific reporting and time sensitive qualification requirements. It is the responsibility of IR to understand these and comply. Failure to do so may affect IRs commissions, and no exceptions can be made.
 15. This agreement will be binding upon receipt at the company address and upon acceptance thereafter by DESTINY TELECOMM.
 16. IR agrees that the marketing plan, genealogy reports, IR list and official literature are proprietary information and are considered trade secrets of DESTINY TELECOMM.
 17. IR understands that although he/she may sponsor other IRs, the compensation plan does not allow IR to profit through the activity of sponsoring those IRs. Commissions are paid only from actual product sales made by IR or his/her sponsored IRs. No one has made any promise or guarantee that I will derive any specific income or profit as an IR. My success will depend on my own efforts. Commissions on all products listed in the Product Brochure shall be paid only to the qualified "selling" IR and to his/her "enrolling" sponsor.
 18. IR acknowledges that he/she has read, understands, and agrees to the terms set forth in this agreement. This agreement is not in force until accepted by DESTINY TELECOMM.
 19. This agreement shall be governed by the laws of the State of California and all claims, disputes, and other matters between the parties of this agreement shall be brought in Alameda County Superior Court, in Oakland, California, USA, or in the United States District Court for the Northern District of California, in Oakland, California.
 20. This agreement constitutes the entire agreement between IR and DESTINY TELECOMM and no other additional promises of any kind shall be valid unless in writing by DESTINY TELECOMM.

Destiny Telecomm International Inc.

Policies and Procedures

These Policies and Procedures govern the way an Independent Representative does business with Destiny Telecomm International, Inc., other Independent Representatives and retail customers. With the Compensation Plan and the Independent Representative Application/Agreement, these Policies and Procedures constitute a complete contract between every Independent Representative and Destiny Telecomm International, Inc.

Failure to comply with the provisions of any of these documents may result in the loss of an Independent Representative's right to receive compensation and/or the termination of their Independent Representative status. Destiny Telecomm International, Inc. reserves the right to change any of these Policies and Procedures at its discretion.

Mission Statement

Destiny Telecomm International, Inc. is a company dedicated to provide business opportunities to help people achieve the American dream of financial independence.

With honor and integrity and through the concept of people helping people we are committed to provide state of the art products and services and remain on the leading edge of the industry.

DTI Code of Ethics

As an Independent Representative of DTI, I promise and agree that:

- I will be courteous and respectful to every person I contact in the course of my DTI business.
- I will be honest and fair in all of my dealings while acting as a DTI Independent Representative.
- I will perform my professional activities in a way that will enhance my reputation and the positive reputation of DTI.
- I will fulfill my leadership responsibilities as a Sponsor by training, assisting, and otherwise supporting my personally sponsored Independent Representatives and downline.
- I will not misrepresent the DTI products or Compensation Plan, nor will I engage in any other deceptive or illegal practice.
- I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as an IR of DTI products and services.
- I will respect the Sponsor relationship of any IR in the DTI family and I will support the ethical activities of all IRs throughout DTI.

Definitions

Card Tracking ID #: When a person purchases a prepaid calling card and elects to build a business selling cards to others, DTI will give him or her a card tracking identification number for up to (7) seven maximum, if allowable in IR's State, based on which purchase option they choose. These tracking ID numbers represent a pre-paid calling card sale/purchase.

Independent Representative (also known as an IR): An IR is any person or legal entity who has completed a DTI Application/Agreement form accepted by DTI. Any IR Agreement on file with DTI is considered an authentic and binding legal document. An IR agrees to adhere to and follow DTI's Policies and Procedures. All IRs are Independent Contractors.

Contract: The Application/Agreement, the Policies and Procedures, and the Compensation Plan comprise the agreement or contract between DTI and the Independent Representative.

Qualified IR: An Independent Representative who has fulfilled his or her quota.

Company: DTI or Destiny Telecomm International Inc.

IR Agreement: The Application/Agreement form, which upon acceptance by the Company, is part of the Contract between the IR and the Company.

Sales Compensation Plan: The compensation plan that governs the Bonuses and other payments from DTI to an IR as set forth in a separate document.

Sponsor: An IR who has signed up another person who has completed an Application/Agreement. Sponsor infers a responsibility to perform as a sales leader or trainer to each IR personally sponsored.

Becoming a DTI Independent Representative

An Independent Representative is one who has executed a DTI Representative Agreement accepted and approved by DTI. DTI reserves the exclusive right to accept or reject anyone as an IR. If an individual is rejected by DTI, notification of such rejection will be given within thirty (30) days from the date they received the IR Agreement at the DTI Home Office.

For a corporation or partnership, the following requirement must be met:

- a. The IR Agreement must include the name of a principal person and be signed by an authorized officer of the corporation or partnership.
- b. A corporation or partnership must provide DTI with a Federal Employer's identification number.

IRs are independent marketing representatives of DTI and are not to be considered purchasers of a franchise or a distributorship. The Agreement between the Company and its IR does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the IR. The IR has no authority to bind the Company to any obligation. Each IR will hold harmless DTI from any claims, damages, or liabilities arising out of the IR's business practices. DTI representatives have no authority to bind DTI to any obligations. Each IR is encouraged to set his or her own methods of sale so long as he or she complies with the policies and procedures, compensation plan and IR Application/Agreement of DTI.

IR Sponsoring, Responsibilities and Restrictions

An applicant must be of legal age in his or her state of residence (usually eighteen years old).

An IR may have a total of seven card tracking ID numbers per household or the limit specified in each state respectively. A household consists of husband, wife, minor children and any corporations in which the husband or wife is an owner.

An IR may not sponsor again out of his or her original line. Nor may you transfer from one sponsor to another. In the event that he/she wishes to terminate their IR status they may re-sponsor anywhere they choose after a 6 month waiting period. In addition, once a person has been placed, the placement may not be changed under any circumstances.

All IR's card tracking ID numbers must be placed in their own down line. All of the activity of an IR must take place under their originally established card tracking ID number.

It is strictly prohibited for an IR to recruit an IR from another DTI down line into their own down line. Any such attempts will result in termination as an IR.

If one spouse is already an IR, the nonparticipating spouse may elect to become an IR, but must be placed in his or her spouse's down line or must join the same IR's business as his or her spouse.

In the case of two IRs marrying DTI will not cause the IRs to abandon one IR's business. Both husband and wife will be allowed to retain his or her existing IR business.

No inventory purchase is required to be an IR. Any and all purchases are made at the sole discretion of the IR. IR should make clear in each presentation that no inventory purchase is required to market DTI products.

All new IRs have the right to receive training and support from their sponsor. A sponsor is expected to profile information on how to obtain DTI approved literature. The cooperation and networking among IRs leads to the total success of all concerned, even where IRs are in different lines of sponsorship. Networking with other IRs has many benefits, including the training and motivation of IRs in a group environment.

Each IR has the right to sponsor others. Each person has the ultimate right to choose his or her sponsor. If two IRs should claim to be the sponsor of the same new IR, DTI will regard the first application received by the corporate home office as the controlling sponsor. It is a responsibility of sponsoring to work with your new IRs and help them to learn the business and encourage them.

IRs who sponsors other IRs must fulfill the obligation of performing a bonafide supervisory, support and selling function in the sale of products to the ultimate consumer and in the training of those sponsored IRs. An IR must have ongoing contact, communication and management with his or her personally sponsored. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to DTI training, and sharing growth chart information with those sponsored.

IRs will not be allowed to participate in other companies that market telecommunication products in competition with DTI. IRs who recruit DTI IRs to other telecommunication companies who market similar products and services as DTI will be terminated.

Renewal Fee

IRs must renew their IR status annually by submitting an annual renewal fee of \$10 per card tracking ID number. The renewal and fee payment is due on the anniversary of the IR's acceptance date. Responsibility for renewal rests on each IR. IRs who do not renew the IR status by the renewal deadline voluntarily terminate their IR status and forfeit all sponsorship rights, card tracking ID numbers and corresponding compensation without further notice from DTI. Active IRs will automatically have the renewal fee debited from their compensation checks.

Termination

An IR who voluntarily terminates his or her IR Agreement, or is a partner in a partnership that terminates its IR Agreement or is a shareholder in a Corporation that terminates its IR Agreement, must wait at least six (6) months before becoming an IR, becoming an employee of an IR or becoming an active participant with an IR under a different sponsor. An IR who voluntarily terminates loses all rights to any down line genealogy, privileges and rewards of an IR.

The Company for cause may involuntarily terminate IRs. DTI has the right to take quick and decisive action in terminating the contract of any IR who is found violating these Policies and Procedures, the IR Agreement, rules governing the Compensation Plan, or any state, or federal laws, statutes, and/or regulations that pertain to the business of DTI.

If an IR wishes to appeal a disciplinary action, DTI must receive the appeal, in writing, within fifteen (15) days from the date of the Company's disciplinary or termination notice, unless a greater time period is granted in writing by the Company. If the appeal is not received within the appropriate time period, the termination will automatically be final. If an IR files a timely appeal of termination, DTI will review the termination, consider any other appropriate action, and promptly notify the IR of its decision. The decision of the Company will be final and subject to no further review. If the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice.

Transfer and Sale of Business

The IR may sell or transfer a card tracking ID number subject to a transfer fee and upon approval of DTI.

In the event of an IR's death, the ownership of card tracking ID numbers may be conveyed to the IR's heirs upon approval by DTI, which may not be unreasonably withheld provided that a certified copy of a Last Will and Testament or court order is given to the Company within 90 days of the date of death.

Should a husband/wife IR divorce, they must notify the Company in writing, signed and notarized by both parties, about how the IR's business is to be managed after that. Otherwise, the Company will consider the person whom they originally listed as the applicant to be continuing as the IR.

Warrantees and Claims

No unreasonable, misleading, or intentional misrepresentation of earnings may be made by IRs. Income guarantees or representations of any kind are prohibited. IRs will avoid any suggestion that it is easy to attain high income levels, and will always explain that each individual's success depends solely upon the level of effort expended and their personal commitment to the DTI program.

IRs occasionally are tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. Remember new IRs may be quickly disappointed if their results are not as rapid as a hypothetical model would suggest. DTI believes that the income potential is great enough to be highly attractive in reality without resorting to unrealistic projections.

The IR, as an independent contractor, is fully responsible for all of his or her verbal and written statements made regarding the product and marketing program that are not expressly contained in writing in the current IR Agreement. IRs agree to indemnify DTI and hold it harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by DTI as a result of IR's unauthorized representations.

Use of Company Name, Logos and Trademarks

The name of DTI and other names, as may be adopted by DTI are proprietary trade names and trademarks of the company. As such, those are of great value to DTI and are supplied to IRs for the IR's use only in an expressly authorized manner.

DTI will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.

The use of the Company name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations, to solicit either IRs or customers.

IRs may not answer their telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of DTI. Specifically, IRs will not answer the telephone by saying, "DTI," "Destiny Telecomm," or "Destiny Telecomm International."

Advertising

IRs agree not to advertise DTI products in any way other than the advertising or promotional materials made available to IRs by DTI. IRs agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or DTI marketing program, or any material that has not been copyrighted and supplied by DTI, unless such material has been submitted to DTI and approved in writing by DTI before being disseminated, published or displayed.

Any display ads or institutional or trademark advertising copy must be submitted to DTI and approved in writing by DTI before publication.

No DTI IR may contract for a display-type ad in any telephone directory without approval from DTI. IRs may not list their telephone number with the telephone company as to lead local directory assistance operators to refer callers searching for the DTI Home Office or any satellite office to their number.

An example of a company-approved listing is:

DTI Independent Representative
Representative's Name
Representative's Telephone Number

Media

All DTI materials, whether printed, on film, or produced by sound recording, are not to be reproduced in whole or in part by IRs or any other person except as authorized by DTI. Permission to reproduce any materials will be considered only in rare circumstances. Therefore an IR should not anticipate that approval will be granted.

IR's may not represent DTI on television, cable television, radio or any other electronic media without the prior, written consent of DTI. All media inquires should be directed to the DTI company spokesperson.

Prior editorial approval is required before release to the Internet if the content of the home page pertains to the DTI business opportunity.

Presentations

All public and/or private presentations must include a disclaimer and must be taped if in a public location and ten or more people are present. IRs shall not promise to pay any income or represent that DTI will pay any income or other monies that are not articulated in the DTI compensation plan.

The Company Disclaimer

"This meeting is being held by an Independent Representative of Destiny Telecomm International, Inc. The testimonies and incomes mentioned in this meeting are not a guarantee of incomes of any kind. Your income will be determined by your personal effort and commitment to work with people."

Taxes

Just as in any other business, DTI Independent Representatives will be subject to sales, income and self-employment taxes.

IRs are independent contractors for federal, state and provincial income tax purposes, and do not have income taxes withheld from compensation. Each IR is responsible for reporting and paying income taxes to local, provincial, state, or federal authorities. DTI will provide the appropriate form to regulatory agencies when required. DTI will provide a copy of this reporting to the IR annually in accordance with respective tax laws.

IRs must individually pay self-employment taxes. Forms and instructions may be obtained from the local government office.

President's Council

The President's Council represents the IRs in the field concerning their challenges, concerns and issues. The council evaluates such issues and proposes possible solutions and recommendations to the corporate office. The Council recommends standards and guidelines for the field and advises on policies for the corporate office. The Council acts as a advisory council only to the corporate office.

ATTACHMENT 4



Destiny Telecomm International, Inc.

Interim Income Statement

6 Months Ended June 30, 1996

Revenues	\$ 29,290,257
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Cost of Services

Prepaid Phone Cards	\$ 6,305,555
Sales Commissions-Phone Cards	\$ 16,085,148
Other Merchandise for Resale	\$ 781,542

Total Cost of Services	\$ 23,172,245
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Gross Profit	\$ 6,118,012
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Operating Expense

General and Administrative Expenses	\$ 3,409,400
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Total Operating Expenses	\$ 3,409,400
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Net Profit Before Taxes	\$ 2,708,612
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DESTINY TELECOMM
INTERNATIONAL, INC.

Destiny Telecomm International, Inc.

Interim Balance Sheet

6 Months Ended June 30, 1996

Assets

Current Assets

Cash and Equivalents	\$ 535,586
Accounts Receivable	\$ 481,635
Merchandise Inventory	\$ 419,819

Total Current Assets	\$ 1,437,040
Notes Receivable	\$ 51,961
Deposits	\$ 513,969
Property and Equipment, Net	\$ 859,256

Total Assets **\$ 2,859,256**

Liabilities and Shareholders Equity

Current Liabilities

Accrued Payroll	\$ 32,031
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Total Current Liabilities **\$ 32,031**

Shareholders Equity

Common Stock	\$ 80,000
Accumulated Earnings	\$ 2,747,225

Total Shareholders Equity **\$ 2,827,225**

Total Liabilities and Shareholders Equity **\$ 2,859,256**

ATTACHMENT 5

**DARYL J. EVANS CFO
PROFESSIONAL BIOGRAPHY**

DARYL EVANS, AGE 56 HAS AN IMPRESSIVE RECORD IN THE FINANCE AND ACCOUNTING FIELD SPANNING A PERIOD OF 30 YEARS. THIS RECORD INCLUDES HOLDING THE POSITION OF CONTROLLER AND DIRECTOR OF THE BUDGET FOR THE UNIVERSITY OF SAN FRANCISCO FROM 1969-74; CONTROLLER AND BUSINESS MANAGER FOR WILLAMETTE UNIVERSITY FROM 1974-81; VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS FOR SACRAMENTO SATELLITE SYSTEMS FROM 1981-86; VICE PRESIDENT FOR OPERATIONS FOR TDI MORTGAGE FROM 1986-1990, AND CHIEF FINANCIAL OFFICER FOR ADVANTAGE COMMUNICATIONS FROM 1992-96. MR. EVANS ALSO WAS A PART-TIME INSTRUCTOR FOR THE UNIVERSITY OF SAN FRANCISCO FRO 1971-74 TEACHING ACCOUNTING AND FINANCE COURSES. MR EVANS JOINED DESTINY TELECOMM IN JULY 1996.



Robert Thomas, Director Management Information Systems.

Mr. Thomas is responsible for the design and ongoing management of the computer systems technology aspect of the switching platform including the switch Integrated Voice Response (IVR) systems. His department handles all custom programming requirement, billing and management of the LAN/WAN systems associated with the switch. He manages a staff of computer technicians and programmers and also is responsible for the management of the company's 200 user Windows NT computer network. He has nineteen years professional and personal experience in all phases of computer system operation and programming. He is experienced in multiple levels of x86 based platforms, through client-server environments, and including AS/400 midrange systems. He has managed development and operation of database applications designed through Paradox, dBase, FoxPro, AlphaFour, Clipper and Ashton-Tate), MS Access, and various SQL based systems. He has developed custom integration packages based around TSAPI and TAPI, specifically in integrating Interactive Voice Response systems with dissimilar switching hosts. He is authorized by Microsoft as a TAPI developer and is National Security Administration certified (lifetime) on eleven different voice and data encryption systems including TSEC KW/KY/KG systems, designed to interface with both radio and satellite communication systems. He is proficient in application design on most IVR systems including Expert Systems, AT&T Conversant, CCS, and Parity Soft. He is also experienced in developing call center solutions based around both hybrid KSU's through Class 5 switches. He was recently recruited as a speaker for the Voice Productivity 1995 Trade Show in Atlanta Georgia on integrating IVR systems with call centers and is also a regular speaker with the California Chapter of Telecommunications Association (TCA).

ATTACHMENT 6

ATTACHMENT 7