

LAW OFFICES

*John D. Pellegrin*

CHARTERED

1140 CONNECTICUT AVENUE, N.W.

SUITE 606

WASHINGTON, D.C. 20036

TELEPHONE (202) 293-1831

FACSIMILE (202) 293-1836

March 12, 1997

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

9'10'324-TL

Dear Mr. Secretary:

Lightcom International, Inc., ("Lightcom") hereby submits its application to the Florida Public Service Commission for Authority to Provide Interexchange Telecommunication Service within the State of Florida, pursuant to the applicable provisions of the Rules of the Florida Public Service Commission, and other statutes, orders and regulations pertinent thereto.

Should any questions arise concerning this application, or any need for additional information, kindly communicate with the undersigned directly.

Respectfully submitted,

*Robert E. Kelly*

Robert E. Kelly

Check received with filing and  
initials of the filer for deposit.  
Filer's name and a copy of check  
to file with record of deposit.

If filer is person who forwarded check.

*ELC*

DOCUMENT NUMBER-DATE

02755 MAR 17 97

FPSC-RECORDS/REPORTING

LAW OFFICES

*John D. Pellegri*

CHARTERED

1140 CONNECTICUT AVENUE, N.W.

SUITE 608

WASHINGTON, D.C. 20036

TELEPHONE: (202) 293-3831

FACSIMILE (202) 293-3836

March 12, 1997

Florida Public Service Commission  
Division of Administration  
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Should any questions arise concerning this application, or any need for additional information, kindly communicate with the undersigned directly.

Respectfully submitted,

*J. D. Pellegri*

*John D. Pellegri*

HW-31397 Ring fee

Division of Administration  
2540 Shumard Oak Blvd  
Gunter Building  
Tallahassee FL 32399-0850

TO THE Florida Public Service Commission

PAY

250.00 AMOUNT

DATE

LIGHTCOM INTERNATIONAL, INC.  
1625 15TH ST, NW, STE 200  
WASHINGTON DC 20005-2000  
(202) 642-8800

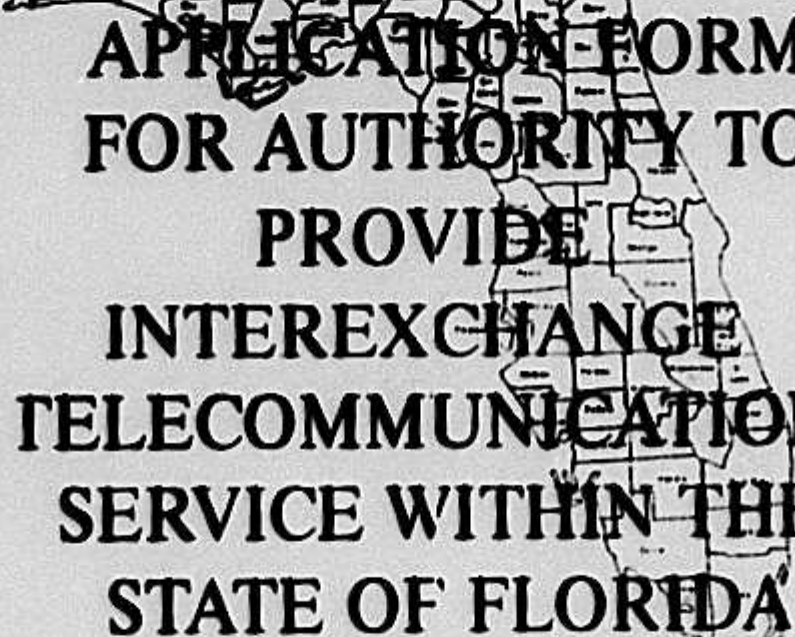
FIRST UNION NATIONAL BANK  
60 BANKING  
8728 SILVER HILL ROAD  
DISTRICT HEIGHTS, MD 20917  
301-288-8888

Florida Public Service Commission

3/13/1997

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**APPLICATION FORM  
FOR AUTHORITY TO  
PROVIDE  
INTEREXCHANGE  
TELECOMMUNICATION  
SERVICE WITHIN THE  
STATE OF FLORIDA**

DOCUMENT NUMBER - DATE

02755 MAR 17 65

FPSC-REGCORDS/REPORTING



**•• FLORIDA PUBLIC SERVICE COMMISSION •**

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

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

---

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- 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. **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 Reseller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

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

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

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

Lightcom International, Inc.

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

Same as 3.

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

1023 15th St., NW Suite 1250, Washington DC 20005

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

7. Structure of organization;

- Individual  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.

N/A

(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.

Corporate charter number: See Exhibit One

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

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

Fictitious name registration number: \_\_\_\_\_

- (c). 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):**

See Exhibit Two

- (a) The application;
- (b) Official Point of Contact for the ongoing operations of the company;
- (c) Tariff;
- (d) Complaints/Inquiries from customers;

**11. List the states in which the applicant:** See Exhibit Three

- (a) Has operated as an interexchange carrier.
- (b) Has applications pending to be certificated as an interexchange carrier.
- (c) Is certificated to operate as an interexchange carrier.
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

12. What services will the applicant offer to other certificated telephone companies: N/A

- Facilities.  Operators.  
 Billing and Collection.  Sales.  
 Maintenance.  
 Other: None planned at this time.

13. Do you have a marketing program? See Exhibit Four

14. Will your marketing program: See Exhibit Four  
 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 Exhibit Four

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

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

17. Please provide the following (if applicable):

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

Yes

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

VLM Consulting, Inc.  
PO Box 209  
Osceola IN 46561-0209

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

A. Financial capability. See Exhibit Five

Regarding the showing of financial capability, the following applies:

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

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

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

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

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

If available, the financial statements should be audited financial statements.



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

B. Managerial capability. See Exhibit Six

C. Technical capability. See Exhibit Seven

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).

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

\_\_\_ NTS 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

\_\_\_ NTS 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

\_\_\_ NTS with statewide flat rates per minute (i.e. not distance sensitive)

- \_\_\_ Method of access is FGA
- \_\_\_ Method of access is FGB
- Method of access is FGD
- \_\_\_ Method of access is 800

**MTS for pay telephone service providers**

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

**800 Service (Toll free)**

**WATS type service (Bulk or volume discount)**

**Method of access is via dedicated facilities**

**Method of access is via switched facilities**

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

**Travel Service**

**Method of access is 950**

**Method of access is 800**

**900 service**

**Operator Services**

**Available to presubscribed customers**

**Available to non presubscribed customers (for example 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+

1-800- / 1-888

**22.  Other:**

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).



**\*\* 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:**

*Bennis L. Thayer*  
Signature

*3/13/97*  
Date

*Bennis L. Thayer*  
President/CEO  
Title

*(202) 842-9100*  
Telephone No.



**VERIFICATION**

I, B. Thayer Lynch, as the Vice President and Chief Financial Officer of Lightcom International, Inc., and am authorized to make this verification on its behalf. The information contained in the unaudited financial statements in the foregoing Lightcom International, Inc., Application for Authority to provide IXC service in the State of Florida are true of my own knowledge, except as to those matters which are herein stated on information and belief, and as to those matters are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

**LIGHTCOM INTERNATIONAL, INC.**

By: 

**B. Thayer Lynch  
Chief Financial Officer**

**Dated: March 3, 1997**

**APPENDIX A**

**Not applicable. This is not an application for assignment or transfer of authority.**

**•• 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):

- ( x )            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:**

*Bennie L. Thayer*  
Signature

*3/13/97*  
Date

*Bennie L. Thayer*  
*President C.E.O.*  
Title

*(202) 842-9000*  
Telephone No.



**•• APPENDIX C ••**

**INTRASTATE NETWORK**

- 1. POP: Addresses where located, and indicate if owned or leased. See Exhibit Nine**

1) 2)

3) 4)

- 2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased. See Exhibit Nine**

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 Exhibit Nine

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).**

All exchanges in Appendix D.

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).

See Exhibit Ten

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

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

*Bennie L. Thayer*  
Signature

*3/13/97*  
Date

*Bennie L. Thayer*  
*President / CEO*  
Title

*(202) 892-9000*  
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.

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 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,

FORM PSC/CHU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).



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.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-  
24.480(2).

**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**

**Before the  
PUBLIC SERVICE COMMISSION  
OF THE  
STATE OF FLORIDA**

**IN THE MATTER OF THE APPLICATION OF**

**LIGHTCOM INTERNATIONAL, INC.**

**For an Authorization to  
Operate as a Telecommunications  
Reseller in the State of Florida**

}  
}  
} No. \_\_\_\_  
}  
}  
}

**APPLICATION FOR CERTIFICATION**

Application is hereby made to the Florida Public Service Commission for an order authorizing Lightcom International, Inc., ("Lightcom" or "Applicant"), to operate as a telecommunications reseller in the State of Florida. The following general information and specific exhibits are furnished in response to the items requested in Form PSC/CNU 31 (11/95), which form is attached and answers provided as follows:



**Exhibit One**

**Item 9:**

**Lightcom's original "Application by Foreign Corporation for Authorization to Transact Business in Florida" was filed on February 19, 1997. This form was returned to Applicant on February 26, 1997.**

**The name and address of the company's registered agent in Florida is:**

**Poster Thayer  
3304 S. Plummer Circle  
Melbourne FL 32901**

**Exhibit Two**

**Item 10:**

- (a) Bennie L. Thayer  
President/CEO  
1023 15th Street, NW  
Suite 1250  
Washington DC 20005  
(202) 842-9000**

**Copies of all correspondence sent to Lightcom regarding this application should also be served upon Lightcom's attorney:**

**Robert E. Kelly, Esq.  
The Law Offices of John D. Pellegrin, Chtd.  
1140 Connecticut Ave., NW  
Suite 606  
Washington DC 20036  
(202) 293-3831**

- (b) Michael Pitts, COO  
1023 15th Street, NW  
Suite 1250  
Washington DC 20005  
(202) 842-9000**
- (c) Same as (b)**
- (d) To be determined**

**Exhibit Three**

**OTHER LIGHTCOM JURISDICTIONS IN WHICH  
COMPANY IS AUTHORIZED TO OPERATE AS RESELLER**

- (a) **Texas**  
**District of Columbia**
- (b) **Ohio**  
**New York**  
**Maryland**
- (c) **Texas**  
**New Jersey**  
**District of Columbia**  
**Michigan**
- (d) **None**
- (e) **None**
- (f) **None**



**Exhibit Four - Items 13, 14 and 15**

**Lightcom is in the process of finalizing its marketing plan for the sale of its services in the State of Florida. While the specific details are not yet established, Lightcom generally markets its services through the use of its marketing employees who are responsible for generally marketing the company's services, as well as salespersons who are paid commissions for the particular sales they produce. Lightcom uses traditional methods of marketing, such as media advertising, to reach potential customers. Businesses are also contacted directly by Lightcom's salespersons regarding Lightcom's service plans.**

**Exhibit Five - Item 18 A.**

**Financial Capability**

Lightcom International, Inc., has been providing interexchange resale services since 1992. The company has been awarded, maintained and fulfilled government contracts for services in excess of \$40 million dollars to provide telephone service for Federal Government agencies. These contracts were awarded as a result of competitive award proceedings conducted by these agencies, during which Lightcom had to demonstrate its legal, financial and technical capabilities to be considered for the award of such contract. These contracts included:

- National Aeronautics and Space Administration (NASA):  
Installation and maintenance of a 56 kbps data network for the Mars Observation space mission;
- Federal Aviation Administration (FAA)  
Installation and maintenance of air traffic control transmission service between New York and Bermuda, as well as between the continental U.S. to Hawaii;
- Defense Information processing Center (DIPC):  
Installation and maintenance of Fractional T1 data circuit
- United States Air Force  
Installation and maintenance of 1.4 Mbps data service between the U.S. and Germany, and diverse routed fiber optic alternate voice/data service between the continental U.S. and Hawaii;
- United States Army  
Voice communications between the United States and the American Embassy in Cairo, Egypt;
- United States Navy  
Provided satellite transmission of 3 KHz voice service between Guam and Japan;
- United States Coast Guard  
Installation and maintenance of transmission facilities utilizing X.25 technology for the "DATA NET" network linking locations in Hawaii and Guam.

Enclosed are the Applicant's financial statements for the past three years. These include balance sheets and income statements. A description of retained earnings is also included.

**LIGHTCOM INTERNATIONAL, INC.**  
**BALANCE SHEET**  
**December 31, 1996****Assets****Current Assets**

Cash and cash equivalents	\$ 175,796
Accounts receivable - contracts, net of allowance for bad debts of \$ 6,489	550,767
Officer loans and employee advances	59,389
Prepaid expenses	13,969
<b>Total current assets</b>	<u>799,921</u>

**Property and Equipment**

Property and equipment	853,793
Less accumulated depreciation and amortization	134,343
	<u>719,450</u>

**Other Noncurrent Assets**

Loan receivable	100,000
Deposits	84,468
	<u>184,468</u>

**Total Assets**\$ 1,703,839**Liabilities and Stockholders' Equity (Deficit)****Current Liabilities**

Accounts payable	\$ 328,713
Current maturities of long-term debt	550,854
<b>Total current liabilities</b>	<u>879,567</u>

**Long-Term Debt, less current maturities****PRELIMINARY DRAFT**1,769,011**Total liabilities**2,648,578**Stockholders' Equity (deficit)**

Common stock, 1,000,000 shares authorized, 127 shares issued and 80 shares outstanding	10,000
Treasury stock	(6,000)
Retained earnings (deficit)	(948,739)
<b>Total equity (deficit)</b>	<u>(944,739)</u>

**Total Liabilities and Stockholders' Equity (deficit)**\$ 1,703,839*See accompanying notes and accountants' review report.*



**LIGHTCOM INTERNATIONAL, INC.**  
**STATEMENT OF INCOME**  
Year ended December 31, 1996

Revenue	<u>\$ 6,348,084</u>
Cost of sales	
Network operations	5,584,643
Depreciation and amortization	71,330
Maintenance	<u>57,218</u>
	<u>5,673,211</u>
Gross profit	674,853
General operating and administrative expenses	<u>1,272,210</u>
Operating loss	(597,357)
Interest income	18,049
Interest expense	<u>3,262</u>
Net loss	<u>\$ (582,570)</u>

See accompanying notes and accountants' review report.

**PRELIMINARY DRAFT**

TL 1

**Lightoom International, Inc.**  
**Balance Sheets**  
**(FOR THE UNDERNOTED PERIODS)**

**Assets**

				<u>December 31</u> <u>1996</u>	<u>December 31</u> <u>1995</u>
<b>Current Assets</b>					
Cash				\$ 218,127 <sup>A</sup>	1,788
Accounts Receivable				784,133 <sup>C</sup>	1,079,848
A/R - Other				0	8,814
Deposits				18,882 <sup>E-1</sup>	12,828
Prepaid Expenses and Other Assets				212,884 <sup>E-2</sup>	2,212
<b>Total Current Assets</b>				<u>1,147,848</u>	<u>1,101,252</u>
<b>Fixed Assets</b>					
		<b>Accum</b>			
	<b>Cost</b>	<b>Deprec</b>	<b>Net</b>		
Office Equipment	\$ 4,987	1,267	3,720		
Computer Equipment	88,881	28,827	60,054		
Leasehold Improvements	31,943	2,888	29,055		
Work-in-Progress	448,957	0	448,957		
<b>Total Fixed Assets</b>	<u>548,848</u>	<u>30,780</u>		<u>518,068</u> <sup>I</sup>	<u>23,897</u>
<b>NonCurrent Assets</b>					
				<u>88,800</u> <sup>G</sup>	<u>0</u>
<b>Total</b>				<u>\$ 1,722,414</u>	<u>1,125,249</u>

**Liabilities and Equity**

<b>Current Liabilities</b>					
Accounts Payable - Trade				\$ 2,015,808 <sup>OR</sup>	1,232,118
Notes Payable				13,477	23,557
<b>Total Current Liabilities</b>				<u>2,029,285</u>	<u>1,255,675</u>
<b>Equity:</b>					
Common Stock				10,000	10,000
Treasury Stock				(8,000)	0
Retained Earnings				(140,423)	(54,454)
Current Year Earnings				(179,246)	(75,989)
<b>Total Equity</b>				<u>(308,889)</u>	<u>(130,423)</u>
<b>Total</b>				<u>\$ 1,722,414</u>	<u>1,125,249</u>

PROPRIETARY AND CONFIDENTIAL

**Lightcom International, Inc.**  
**Income Statement**  
**(FOR THE UNDERNOTED PERIODS)**

	<u>Month of</u> <u>December</u>	<u>Twelve Months</u> <u>Ended</u> <u>December 31, 1996</u>
<b>Revenues:</b>		
Contracts (Schedule A)	\$ 541,444	6,801,811
Interest Income	2,199	33,271
<b>Total Revenue</b>	<u>543,643</u>	<u>6,835,082</u>
<b>Operating Expenses:</b>		
Network expense (Schedule A)	480,888	6,225,088
<b>Total Operating expense</b>	<u>480,888</u>	<u>6,225,088</u>
<b>Gross Profit</b>	62,755	700,094
<b>Administrative Expenses:</b>		
Employee Cost	46,743	308,381
Advertising & Promotions	0	2,981
Bank Charges	24	808
Consulting Fees	2,500	24,931
Depreciation expense	2,788	21,923
Donations	0	1,418
Dues & Subscriptions	(16)	2,100
Entertainment	409	5,548
Finance Charges	182	2,309
Insurance	2,488	20,083
License & Fees	0	0
Moving Expense	0	0
Office/Maintenance Expense	2,804	21,811
Parking Expense	822	8,188
Pension Plan	0	2,110
PGE Circuit Agreement	0	179,092
Postage/Shipping expense	103	9,208
Professional fees	2,585	44,314
Relocation Expense	0	11,575
Rent expense	9,518	89,932
Telephone expense	2,448	33,241
Taxes	0	100
Travel & Entertainment	808	20,683
<b>Total Administrative Expenses</b>	<u>74,251</u>	<u>870,270</u>
<b>Net Income (Loss)</b>	\$ <u>(21,280)</u>	<u>(170,246)</u>

PROPRIETARY AND CONFIDENTIAL.



**Lightcom International, Inc.**  
**Balance Sheets**  
**(FOR THE UNDERNOTED PERIODS)**

<u>Assets</u>				December 31 1994	December 31 1993
Cash				\$ 1,755	9,389
Accounts Receivable				1,079,848	643,942
A/R - Other				5,514	8,927
Deposits				12,025	3,123
Prepaid Expenses and Other Assets				2,212	0
Office Equipment	\$	<u>Cost</u>	<u>Accum Deprec</u>	<u>Net</u>	
Computer Equipment		2,894	1,161	1,833	
		<u>29,780</u>	<u>7,698</u>	<u>22,084</u>	
		32,754	8,857	23,897	9,263
<b>Total</b>				<b>\$ <u>1,125,249</u></b>	<b><u>674,644</u></b>
 <u>Liabilities and Equity</u>  					
<b>Liabilities:</b>					
Accounts Payable - Trade				\$ 1,232,115	725,457
Notes Payable				23,557	4,655
<b>Total Liabilities</b>				<b><u>1,255,672</u></b>	<b><u>730,112</u></b>
<b>Equity:</b>					
Common Stock				10,000	10,000
Treasury Stock				0	(1,014)
Retained Earnings				(64,454)	(160,800)
Current Year Earnings				<u>(75,969)</u>	<u>96,355</u>
<b>Total Equity</b>				<b><u>(130,423)</u></b>	<b><u>(55,469)</u></b>
<b>Total</b>				<b>\$ <u>1,125,249</u></b>	<b><u>674,644</u></b>

**Lightcom International, Inc.**  
**Income Statement**  
**(FOR THE UNDERNOTED PERIODS)**

	<u>Month of</u> <u>December</u>	<u>Twelve Months</u> <u>Ended</u> <u>December 31, 1994</u>
<b>Revenues:</b>		
Contracts (Schedule A)	\$ 504,982	4,846,286
Interest Income	6,253	21,814
<b>Total Revenues</b>	<u>511,245</u>	<u>4,867,900</u>
<b>Operating Expenses:</b>		
Network expense (Schedule A)	<u>458,397</u>	<u>4,392,673</u>
<b>Total Operating expense</b>	<u>458,397</u>	<u>4,392,673</u>
<b>Gross Profit</b>	52,848	475,227
<b>Administrative Expenses:</b>		
Employee Cost	71,899	265,480
Advertising & Promotions	0	1,000
Bank Charges	24	965
Consulting Fees	1,465	9,154
Depreciation expense	888	6,305
Donations	0	337
Dues & Subscriptions	0	232
Finance Charges	299	2,306
Insurance	1,099	3,602
License & Fees	0	690
Moving Expense	500	3,406
Office/Maintenance Expense	1,395	13,550
Parking Expense	329	3,266
PGE Circuit Agreement	16,182	80,908
Postage/Shipping expense	480	4,948
Professional fees	3,264	62,789
Rent expense	6,708	39,519
Telephone expense	2,486	24,789
Taxes	0	500
Travel & Entertainment	7,258	27,552
<b>Total Administrative Expenses</b>	<u>114,276</u>	<u>551,296</u>
<b>Net Income (Loss)</b>	\$ <u>(61,428)</u>	<u>(75,969)</u>

**VERIFICATION**

I, Bennie L. Thayer, as the President and Chief Executive Officer of Lightcom International, Inc., and am authorized to make this verification on its behalf. The information contained in the unaudited financial statements in the foregoing Lightcom International, Inc., Application for Authority to provide IXC service in the State of Florida are true of my own knowledge, except as to those matters which are herein stated on information and belief, and as to those matters are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

LIGHTCOM INTERNATIONAL, INC.

By:

  
Bennie L. Thayer  
Chief Executive Officer

Dated: March 13, 1997



**Exhibit Six - Item 18 B.**

**Managerial Capability**

**As noted above, the Company has a demonstrated track record with respect to its managerial abilities, having managed contacts and provided telecommunications services for a variety for Federal Government agencies. Resumes describing the managerial qualifications of the officers of Lightcom are attached.**



**LIGHTCOM  
INTERNATIONAL  
INCORPORATED**

**World-wide Telecommunications**

**FOR IMMEDIATE RELEASE  
WEDNESDAY, FEBRUARY 12, 1997**

**CONTACT: JANICE M. MAGONA  
(202) 547-9260**

**LIGHTCOM INTERNATIONAL LAUNCHES ONLY AFRICAN AMERICAN-HISPANIC  
OWNED MULTI-LEVEL TELEPHONE COMPANY IN THE U.S.**

*"Creating the Economic Rainbow of Opportunity for Minorities"*

**WASH, D.C.--Lightcom International (LI) is publicly launched today, at the National Press Club in Washington, D.C., as the only African American-Hispanic owned facilities based carrier of domestic and long distance services in the U.S.**

LI is joined today by a who's who list of businesses, non-profit, academic and religious entities, including the U.S. Hispanic Chamber of Commerce, the NAACP, The National Council of La Raza, Howard University, College Fund/UNCF, and the National Baptist Convention to support and affirm the need for minority owned companies in the telephone industry.

Veteran businessman Bennie L. Thayer, President and CEO of LI said that he and Francisco (Frank) Gomez, Vice President of Operations shared the vision of establishing a multi-level telecommunications company in 1992 that would not only provide a quality telephone service, but job training, career opportunities and economic viability for minorities. "Today, we are taking a giant step into the telecommunications industry to create the economic rainbow of opportunity for minorities. The African-American and Hispanic communities alone represent a significant market share of the financial base of the telephone industry but unfortunately our numbers are small when we examine the categories of ownership, technical professionals and management positions. We're going to change this picture. We are going to develop sound partnerships with non-profit organizations, religious organizations, academic institutions and small businesses -the community- to set a new trend in the way of work and business in the telephone industry," Thayer stated. Lightcom has built a solid reputation for providing quality telecommunications to federal agencies such as the Department of Defense, NASA, Federal Aviation Administration and the White House.

To carry out this mission, Lightcom has pulled together an impressive lead management team of industry experts: Michael Pitt, Chief Operating Officer and former Vice President of Bell Atlantic, Thayer Lynch, Executive Vice President, Frank Gomez, Vice President of Operations and 15 year technical veteran in telecommunications, and Valerie Brown-Emmanuel, Vice President, Marketing and Sales and former senior marketing manager for Bell Atlantic.

Information about Lightcom International and its products and services can be found on the World Wide Web at <http://www.lightcom.com>.





**LIGHTCOM  
INTERNATIONAL  
INCORPORATED**

*World-wide Telecommunications*

**BENNIE L. THAYER**

**CHIEF EXECUTIVE OFFICER**

**LIGHTCOM INTERNATIONAL, INC.**

Bennie L. Thayer is Chief Executive Officer of Lightcom International, Inc., a facilities based provider of a wide array of domestic and international long distance telecommunications services. Lightcom was founded in Texas in 1988. Mr. Thayer along with Mr. Gomez established Lightcom's headquarters in Washington, DC in 1993. Lightcom is the only African-American and Hispanic-owned facilities based telecommunications company in the United States.

Mr. Thayer has lead the company to secure over \$25 million in tele-communications contracts with government agencies. He is aggressively positioning Lightcom and building a management team that will expand its current initiatives and to realize the companies vision to be recognized as a high quality provider of telecommunications services.

Since 1992, Mr. Thayer has also been President and Chief Executive Officer of the National Association for the Self-Employed, a 320,000 member association headquartered in Washington, DC, that provides legislative advocacy and member services to the smallest of small business.

Mr. Thayer is also Senior Pastor at the United Methodist Church of the Redeemer. Mr. Thayer, a recognized leader, was president and CEO of Diversified Concepts, Inc., Executive Director of the National Alliance of Franchisees and Dealers, Chairman and Executive Director of the National Alliance of Franchisees, Chairman of the National Coalition of Associations of 7-Eleven Franchisees.

Mr. Thayer is very active in community and fraternal organizations. He was Chairman and a board member of the National business League of Southern Maryland for five years. Other community positions held include, board member of the Development Credit Fund, Co-chairman of the Maryland Delegation to the White House Small Business Conference, Vice President of Membership for the National Rainbow Coalition and State Chairman of the Maryland Rainbow Coalition.

Often recognized for his contributions, Mr. Thayer was chair of the Maryland State Delegation to the White House Small Business Conference in 1995, a participant in President-elect Clinton's Summit on the Economy, recognized for Meritorious and Outstanding Service by the Prince Hall Grand Lodge and recognized for his contributions to PUSH for excellence, Inc. in 1993 by Reverend Jesse L. Jackson, Dr. Mary Berry and Reverend Tyrone Crider.

Mr. Thayer received a bachelor's degree from the University of Maryland in Business Management and Organizational Behavior, and a Masters Degree in Divinity from Wesley Theological Seminary. He lives in Prince George's County, Maryland, with his wife Bernice, they have two daughters, Bennice and Bene'l, and a grandson, Curtis.





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**LIGHTCOM  
INTERNATIONAL  
INCORPORATED**

**MICHAEL PITTS**

**CHIEF OPERATING OFFICER**

**LIGHTCOM INTERNATIONAL, INC.**

Michael Pitts is Chief Operating Officer for Lightcom International, Inc., a facilities based provider of a wide array of domestic and international long distance telecommunications services. Lightcom was founded in Texas in 1988 and established its headquarters in Washington, DC in 1993. Lightcom is the only African-American and Hispanic-owned facilities based telecommunications company in the United States.

Mr. Pitts accepted this position in November, 1996 to develop, lead and implement Lightcom's expansion strategies and plans and all day-to-day operations. Mr. Pitts will drive Lightcom's expansion into the commercial, consumer and local and state government markets.

Prior to joining Lightcom Mr. Pitts was Vice President of Marketing Operations for Bell Atlantic Communications, Inc., where he developed and implemented Bell Atlantic's long distance strategy, business plans and marketing plans that led the company to be the first local bell operating company to enter the long distance market.

Mr. Pitts began developing his expertise in telecommunications at AT&T in 1986, where he held various positions throughout the organization, including Calling Card Product Management, Network Strategic Planning, Marketing Management and Competitive Analysis.

He held the above positions in several AT&T business units to include AT&T Network Systems, AT&T Microelectronics, AT&T Business Communications Systems, and AT&T Consumer Communications Services. He was also general manager of "Connect 'N Save," AT&T's unbranded long distance company.

Mr. Pitts also held positions with IBM and FMC corporation. He holds an MBA in Marketing and Finance from Rutgers Graduate College of Management, and a BA in Microbiology and Economics.



**LIGHTCOM  
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**FRANCISCO G. GOMEZ, JR.**

**VICE PRESIDENT, NETWORK OPERATIONS**

**LIGHTCOM INTERNATIONAL, INC.**

Francisco (Frank) G. Gomez, Jr. is Vice President of Network Operations for Lightcom International, Inc., a facilities based provider of a wide array of domestic and international long distance telecommunications services. Lightcom was founded in Texas in 1988. Along with lightcom Chief Executive Officer Bennie L. Thayer, Mr. Gomez established its headquarters in Washington, D.C. in 1993. Lightcom is the only African-American and Hispanic-owned facilities based telecommunications company in the United States.

Mr. Gomez oversees Lightcom's day-to-day network and switching operations in Washington, D.C., San Antonio, Texas and Oakland, California. He defines and implements the company's technical operations, installation and maintenance activities.

Before joining Lightcom, Mr. Gomez gained his expertise in the telecommunications industry through his experiences at a number of telecommunications firms including GTE Mobilnet, Audex Telecommunications, Southern Pacific Telecom, Telecom\*USA, Tex-Net, Inc., Claydesta Digital/Fibreline, Norton, LDS, Inc., and Anderson Greenwood & Company.

Mr. Gomez also served in the U.S. Marine Corps.



**World-wide Telecommunications**

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**LIGHTCOM  
INTERNATIONAL  
INCORPORATED**

**B. THAYER LYNCH  
CHIEF FINANCIAL OFFICER**

**LIGHTCOM INTERNATIONAL, INC.**

B. Thayer Lynch is Chief Financial Officer and Executive Vice President for Lightcom International, Inc., a facilities-based provider of a wide array of domestic and international long distance telecommunications services. Lightcom International Inc., is the only African-American and Hispanic-owned facilities based telecommunications company in the United States.

With over 19 years of business experience, Ms. Lynch joined Lightcom in June 1993. She is responsible for finance, contract management and human resources management. Before joining the company, Ms. Lynch owned several businesses.

Ms. Lynch holds a Bachelor of Science degree in Administration and Finance from Florida Agricultural & Mechanical University.





**LIGHTCOM  
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*World-wide Telecommunications*

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**VALERIE BROWN EMMANUEL**  
**VICE PRESIDENT, CONSUMER SALES**  
**LIGHTCOM INTERNATIONAL, INC.**

**Valerie Brown Emmanuel is Vice President of Consumer Sales for Lightcom International, Inc., a facilities-based provider of a wide array of domestic and international long distance telecommunications services. Lightcom International Inc. is the only African-American and Hispanic-owned facilities based telecommunications company in the United States.**

**Mrs. Emmanuel comes to Lightcom from Bell Atlantic in January 1997, where she spent the past two years adding to her telecommunications experiences in the areas of product management, marketing and sales, and specializing in the area of multicultural marketing. She directed the development and implementation of niche marketing and sales strategies to help launch Bell Atlantic's new international long distance company.**

**Mrs. Emmanuel developed her expertise in telecommunications at AT&T, where she held various positions, to include Product Marketing Management, Strategic Planning, Multicultural Marketing, Computer Systems Analysis, and Affinity Sales Channel Development. She also led AT&T's first major joint research effort to understand the communications needs of the African-American consumer and small business markets.**

**In addition to her experiences in the telecommunications industry, Mrs. Emmanuel has developed and taught a course in Multicultural Marketing for Rutgers, University School of Business, conducted primary research in the area of Multicultural Marketing, held positions with the federal government and served in the U.S. Army. She is also a active member of the Tree Of Life Christian Ministry in Alexandria VA, where she founded and leads a children's dance ministry.**

**Mrs. Emmanuel holds an MBA in Marketing from Fairleigh Dickinson University in New Jersey. She also attended Howard University and received a BA in Business Management from St. Leo College in Florida.**

**LIGHTCOM INTERNATIONAL, INC.  
KEY MANAGEMENT PERSONNEL**

**Bennie L. Thayer, Chairman/Chief Executive Officer**

Mr. Thayer joined Lightcom in April 1992. As President, he provides the management and financial direction for the Company. He is responsible for developing strategic alliances in the telecommunication industry for the Company, and for pursuing major client contracts on the Company's behalf. Mr. Thayer has more than 30 years experience performing policy and strategic planning for small and large organizations.

Mr. Thayer has also served as President/CEO, since 1987, of the National Association for the Self Employed, representing the interests of approximately 325,000 small business owners. Since 1974, he owned and operated several small businesses, and has served in executive roles for organizations representing small businesses.

Mr. Thayer holds a Bachelor of Science degree in Business Management and Organizational Behavior from the University of Maryland, and has performed studies at the University's Master of Business Administration program. In addition, he holds a Master of Divinity degree from the Wesley Theological Seminary.

**Francesco G. Gomez, President/Chief Operations Officer**

Mr. Francesco (Frank) Gomez joined Lightcom in November 1992. He is responsible for the day-to-day management of the network operations, including defining and implementing the Company's technical operation and direction. He has more than 11 years experience working in the telecommunications industry.

Mr. Gomez has held technical, engineering, and management positions with several telecommunication companies including: GTE - Mobilenet, Cleveland, Ohio, Audex Telecommunication, Houston, Texas, Southern Pacific Telecom, San Francisco, California, and Telecom\* USA, Cedar Rapids, Iowa.

**B. Thayer Lynch, Vice President of Administration, Secretary and Treasurer**

Mrs. Thayer Lynch joined Lightcom in June 1993. As Vice President of Administration, Secretary and Treasurer, she is responsible for the financial, contract management, human resources management, and product development aspects of the company. Mrs. Lynch has owned several businesses and has over 19 years experience in business establishment, management and operations.

Mrs. Lynch holds a Bachelor of Science degree in Administration and Finance from Florida Agricultural & Mechanical University. In addition, she has had telecommunications training and is experienced in computer hardware maintenance, local area networking database development and extensive software usage.

**Mr. Julian Burt, Director of Operations, Network Provisioning**

**Mr. Julian Burt joined Lightcom in October 1994, as Director of Operations, Network Provisioning. In that role, he is responsible for the technical operations of the Company. His duties include ongoing network evaluation, customer trouble resolution, and the establishment and maintenance of the Company's network facilities. He has more than 25 years engineering and technical experience in the telecommunications industry.**

**Mr. Burt has held various operations, engineering, and management positions with companies such as LDDS/Metromedia; C&L Communications, Inc.; Metromedia Communications Corporations Corporation; and Western Union Telegraph Company.**



**VITA**

**BENNIE L. THAYER**

1023-15th St. NW, 3rd Floor  
Washington, DC 20005-2600

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**OFFERING**

Over thirty years of management and senior management experience including approximately 3 years as Chairman of the Board and CEO of Lightcom International, a provider of world-wide telecommunications.

**EXPERIENCE**

**Chairman/CEO Lightcom International, Inc. (May, 1992-Present)**

As Chairman/CEO provided the management and financial direction for this start-up company and its employees in both the San Antonio and Washington, D.C. offices on a daily basis. The following are only a sampling of the Chairman/CEO activities:

Chaired Lightcom's management team negotiations with Teleglobe executives (The AT&T of Canada) in both Montreal, Canada and San Antonio, Texas regarding an international teaming arrangement.

Meetings with the following personnel in regarding cooperative business arrangements with Lightcom:

MCI Government Counsel  
Director Government Service for Williams Telecommunications  
(Wiltel)  
CEO of Caribbean Satellite

Meetings with the President and executives of LDDS (4th largest long distance company in the United States) regarding in potential international joint ventures

Meetings with the President of Pacific Gateway Exchange (an international long distance company) resulting in cooperative international ventures of both companies

Meetings with the President and Executives of U.S. Sprint regarding existing and future joint opportunities between both companies including the DOD's Mentor Protege' program

Meetings/discussions with the FAA contracting division regarding potential opportunities for Lightcom

Attended the AFCEA SDB/SA venture as a guest of Sprint's Government System Division

**Bennie L. Thayer VITA**

**Page 2**

**OTHER PROFESSIONAL EXPERIENCE**

**President/CEO, National Association for the Self-Employed (NASE), 1992 - Present (representing 320,000+ Small Business Owners)**  
**Chairman/CEO, National Association for the Self-Employed (NASE)**  
**Board Member, National Association for the Self-Employed (NASE), 1987 - present**  
**President/CEO, Diversified Concepts, Inc., 1985 - 1991**  
**Executive Director, National Alliance of Franchises and Dealers, 1986 - 1989**  
**Chairman, /Executive Director, National Alliance of Franchises, 1984 - 1985**  
**Chairman, National Coalition of Associations of 7-Eleven Franchises, 1981 - 1983**  
**Member, National Advisory Council, Southland Corporation, 1981 - 1982**  
**Partner, N-a-Minit Store, #10001, 1983 - 1985**  
**Owner, N-a-Minit Store, #10002, February 1984 - December 1986**  
**Owner, Diversified Interiors, 1974 - 1991**  
**Manager, Southland Corporation, 1976 - 1979**  
**Consultant/Project Coordinator, Trend Business Systems and S.E.O.C.**  
**General Manger, Diversified Interiors, Inc., 1972 - 1974**

**PERSONAL DATA**

**Height:** 6'6"  
**Weight:** 216  
**Race:** African American  
**Health:** Excellent  
**Spouse:** Bernice R. Thayer  
**Children:** Bennice L. and Bene't L.

**EDUCATION**

**Master, Divinity, Wesley Theological Seminary**  
**Graduate Studies, MBA Program, University of Maryland, College Park, Maryland**  
**B.S. Degree, Business Management & Organizational Behavior**  
**University of Maryland, College Park, Maryland**  
**Undergraduate Studies:**  
**Claffin College, Orangeburg, South Carolina**

**COMMUNITY AND FRATERNAL ORGANIZATIONS**

**Board Member, National Business League of Southern Maryland, 1986 - present**  
**Chairman, National Business League of Southern Maryland, 1985 - 1990**  
**Board Member, Development Credit Fund (Maryland), 1986 - 1989**  
**Co-Chairman, Maryland Delegation to White House Small Business Conference, 1985 - 1986**  
**State Chairman, Maryland Rainbow Coalition, 1984 - 1988**  
**Vice President of Membership, National Rainbow Coalition, Washington, D.C. 1988 - 1990**  
**Advisory Board, Universal Bank, Lanham, Maryland**  
**President, Kettering Community Association, 1980 - 1981**  
**32 Mason, Jonathan Davis Consistory, PHA, Washington, D.C.**  
**Shriner, Mecca Temple # 10, PHA, Washington, D.C.**  
**Worshipful Grand Junior Deacon, Prince Hall Grand Lodge, 1984 - Washington, D.C.**  
**Alpha Phi Alpha Fraternity**  
**Capital Centre Kiwanis Club, Member**

**SPECIAL QUALIFICATIONS/HOBBIES**

Public Speaker -- various business, political and civic organizations  
Consultant -- Franchisee Association and Franchisee Advisory Groups  
Writer -- Business Journals  
Interior Design Consultant  
Golfer  
Reader

**CITATIONS AND AWARDS**

Meritorious Service, 1986, Most Worshipful Grand Master, Prince Hall  
Grand Lodge, Washington, D.C.  
Outstanding Service to Community, May 2, 1986  
Special Proclamation by County of Clark, Las Vegas, Nevada,  
Recognizing Contributions to the Economic and Social Well-Being of Clark  
County Residents, October 2, 1985  
Recognizing, PUSH for Excellence, Inc. March 14, 1983, Reverend Jesse L. Jackson,  
Dr. Mary Berry, Reverend Tyrone Crider  
Featured as "Man at the Top", C-Store Business, March 1983 -  
Key to the City of Las Vegas, October 12, 1982, Mayor William Briare  
Service, 1981-1982, National Advisory Council, Southland Corporation  
Appreciation, 1981, Division Advisory Council, Southland Corporation  
Meritorious Service, 1981, Most Worshipful Grand Master, Prince Hall Grand Lodge,  
Washington, D.C.



# Francisco G. Gomez, Jr.

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## Major Qualifications

- Over twelve years of management experience in telecommunications and electronics
- Over fifteen years of experience in the fields of telecommunications and electronics
- Excellent troubleshooting and problem solving abilities
- Innovative and resourceful
- Extremely adept at comprehending new concepts
- Excellent grasp of switching operations, communication computer systems, fiber transmission and testing procedures, from DS3 to DS0
- Extensive experience with a wide variety of circuits; DDS, FX, F&M, Analog Data, Private Lines, etc.

## Professional Experience

**Lightcom International, Washington D.C.**  
*President*

(May 1993 - To Present)

- In charge of day-to-day management of Lightcom International and its operations.
- This includes management authority over the employees in both the Washington D.C. and San Antonio offices in pursuit of all Government and commercial operations.
- Responsibilities also include defining and implementing the company's technical operation and direction.

**Lightcom International, San Antonio, Texas**  
*Director - Government Systems*

(Nov 1992 - Apr 1993)

- Responsible for all of Lightcom's Government bidding activities on the DECCO acquisitions electronic bulletin board
- Supervise all installation and maintenance activities for Lightcom.
- Responsible for developing and implementing competitive pricing strategies for Lightcom.

**GTE, Mobiltel, Midwest Region, Cleveland, Ohio**  
*Equipment Engineer*

(Nov 1991 - Oct 1992)

- Responsible for identifying, specifying and engineering all equipment, power, cabling, etc., requirements for cellular sites in the Ohio and Pennsylvania region.
- Responsible for producing all supporting documentation and drawings for cellular sites

**Audex Telecommunications, Houston, Texas**  
*Telecommunications Engineer*

(Aug 1990 - Oct 1991)

- Assigned to GTE Mobiltel Communications as Equipment Engineer.

# Francisco G. Gomez, Jr.

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**Southern Pacific Telecom, San Francisco, California**  
*Manager - Fiber Optic Network Management Center*

(Aug 1989 - Aug 1990)

- Maintain integrity of network
- Directly responsible for staff of six NMC engineers and one multiplex planner. Coordinate activities of six District Managers.
- Department is responsible for monitoring network alarms, DS1/3 cross-connects coordination and status of field personnel and circuit installation.
- Department also tasked with taking immediate corrective action when necessary.
- Instrumental in developing system for circuit identification and inventory, circuit assignment, plus necessary documentation issued to field on circuit installation, testing and acceptance.

**Telecom<sup>®</sup>USA, Cedar Rapids, Iowa**  
*Supervisor - Circuit Design*

(Feb 1988 - Jul 1989)

- Maintain accurate inventory of all facilities and ensure same are available for assignment. Responsible for group that prepares documentation for all facilities.
- Supervise fifteen employees, including Support Supervisor, his support staff and circuit design engineers.
- Report directly to VP - Network Implementation
- Responsible for Circuit Design budget

**Tex-Net, Inc., San Antonio, Texas**  
*Operations Manager*

(Dec 1986 - Oct 1987)

- Maintain network operations, assist field switch technicians, outside plant personnel, Customer Service Center, Remote Test Center.
- Responsible for design and coordination of new and existing analog/data network.
- Maintain computer based network records and operations.

**Claydesta Digital/Fiberline, San Antonio, Texas**  
(Fiberline, Inc. merged with Claydesta -- Feb 1, 1986)

(Apr 1985 - Oct 1986)

*Supervisor - Fiber Network Operations*

- Responsible for designing, engineering, implementation, installation, maintenance and testing of any and all equipment, computers and hardware in all the fiber optical terminating nodes in the State of Texas.
- Equipment consisted of fiber optical digital transmission systems, DSX-3, M13, DSX-1, DACS, Domain systems, battery and power supplies, test equipment, etc. Majority of equipment is computer controlled.
- Initially engineered and assigned all circuits within the fiber network. Assisted in implementing a circuit engineering department and Trouble Assistance Center. Responsible for all installation and maintenance of circuits within the fiber network.

# Francisco G. Gomez, Jr.

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## *Supervisor - Network Control (Fiberline)*

- Designed, engineered and installed five (5) Technical Operating Centers in Texas, all operating at a fiber optical mode of 139 MB/s. All TOC's are unmanned.
- Implemented the concept of remote testing all circuits within the network from a central site without resorting to a hubbing scheme, thus allowing the company to better utilize its resources by concentrating all technical support, training, and test equipment.
- Supervised Network Control Center - installation and maintenance of all circuits are controlled from here via computer equipment.
- Assigned all circuits for the network.

**Norton, Brownsville, Texas**

(Dec 1984 - Apr 1985)

## *Industrial Electrician*

- Maintained production equipment which consisted of Numerical Control Computers, Gang Presses, Cutters, Slitters, Shrink Tunnels, in all - 40 different types. Equipment varied from complex state-of-the-art N/C computers to relay and pneumatic driven turn of the century sandblasters.
- Installed, rewired and resurrected machinery powered from 400 VAC to 48 VDC.

**LDS, Inc. (Metromedia/ITT), San Antonio, Texas**

(May 1983 - Dec 1984)

## *Senior Communications Technician - Harlingen*

- Assisted in installing a TOC in the Rio Grande Valley. Equipment consisted of ITT 1210 3B Digital Exchange System, Channel Bank bays, and complete battery room.
- Maintained TOC, monitoring and performing activities within the office to keep the 1210 computer switch operational. Installed and maintained voice, data, FX, Intermediate Trunks (IMT's) and Network service facilities, entirely unsupervised.

**Anderson, Greenwood & Co., Houston, Texas**

(Nov 1981 - Apr 1983)

## *Numerical Control Technician*

- Applied electronic theory, principles of electrical circuits, electrical testing procedures to test, troubleshoot and repair electronic production equipment such as Numerical Control (NC), Computer Numerical Control (CNC) and other related equipment following industrial schematics and other specifications.

**United States Marine Corps**

(Jul 1977 - Jul 1981)

## *Avionics Shop Maintenance Supervisor*

- Supervised and coordinated activities of sailors and Marines engaged in inspection, servicing and maintenance of TACAN systems.
- Assisted in maintenance of a broad range of Communication-Navigation Equipment; Radios, IFF, TACAN, LORAN, etc.
- Meritorious promotion to PFC, LCpl, and Sgt. within three years.
- Awarded by the U.S. Navy in Norfolk, Virginia, the N.A.S. Norfolk Sailor of the Month Commendation.



# Francisco G. Gomez, Jr.

---

## Education and Training

Chinquapin School (Prep School)  
S. F. Austin Senior High - Houston, Texas  
Basic Electricity & Electronics Schools (USN)  
TACAN Systems (USMC)  
Avionics Micro-Mini Soldering, Tech Training (USMC)  
ITT 1210, 3B Maintenance School (ITT)  
DMX 2003 (Rockwell)  
DMT 300 (Northern Telecom)  
FD 565 (Northern Telecom)  
NDC-A31 (NEC)  
Autoplex Series II Cell Maintenance (AT&T)  
MDE MSC Monitoring & Engineering Guidelines (AT&T)  
Autoplex System 10/1000 Maintenance (AT&T)

Various courses in Database programs, Data Communications and Supervisory and Management courses

## References

Available upon request.

**JULIAN BURT**  
**8514 VILLA DR**  
**SAN ANTONIO, TEXAS 78239**  
**210-655-4733**

**GOALS:**

*To apply my skills and knowledge of the communications industry in a positive manner for the betterment of the company and customers.*

**SYNOPSIS OF WORK EXPERIENCE:**

I have over 24 years experience in the telecommunications industry. I am well versed in the areas from single-line sets, key systems (both 1A -type and electronic), PBX's, DS1, DS3, and fiber systems. I have a working knowledge of the DEX-400, DEX-600, and the DMS-250 switching systems. I have also managed long distance networks as large as 13 specific switching site locations as well as 17 Private Line locations across the country and had over seventy-five personnel located in these different sites under my direct supervision. These included a Field Services department responsible for dialer and channel bank installations at customer premises. I have been directly responsible for budgets totaling over \$2 million and equipment and site locations in excess of \$10 million.

**EMPLOYMENT HISTORY:**

***C & I Communications, Inc. May 1993 to Present***  
***Director of Technical Operations***

I am responsible for the operations of the Technical Support department, the Cable Manufacturing department, the Training Department, and the Installation Coordination Department. Briefly, C & I offers technical support on the products that are sold to our customers. This includes but is not limited to Mitel Call Controllers, Newbridge voice and data products, Panasonic PBX and voice mail products, to name a few. Our technicians support our customers in their installation and maintenance needs. We also manufacture all types of data interface cables. This accounts for approximately \$ 80K in revenue per year and growing. The Installation department coordinates third party vendors installing equipment purchased by our customers. The Training department at present provides Mitel Smart-1 PAV classes. The amount and types of classes will be increased in the future to cover different types of equipment and topics.

*(brief history of employment with C & I Communications, Inc.)*

Although I have only been here a short time, I have increase the technician staff by 200%. The call volume, accuracy, and overall customer satisfaction level has increased as well. I expanded the testing facilities, workbench, and technical support area to accommodate the increased staffing, and at the same time improved the overall quality to present a more professional appearance to our visiting customers. This was accomplished with no degradation of service to any department in the company and under budget.



## **EMPLOYMENT HISTORY CONT'**

**Metromedia Communications Corporation November 1980 to May 1993**  
**Director of Operations, Western Region**

Responsible for all Operations related activity for roughly the western third of the country. These duties include monitoring of budgets totaling over \$3 million and an inventory in excess of \$10 million. There were 25 personnel under my supervision and a customer base in excess of \$75 million per year.

**(Brief history of Metromedia employment)**

I started with LDS in Texas in 1980. This company grew to be the dominant carrier in Texas for long distance service. I was the only technician for LDS, and her sister company, Metrocom in Houston. In 1983, Metromedia purchased LDS and Metrocom. At the time I had been promoted to the position of Manager of Switched services. I oversaw the operations of the five switch sites in the LDS network at the time. With the involvement of Metromedia, the network grew to a total of 8 sites, all under my supervision.

In 1989, Metromedia purchased the long distance companies of ITT. My responsibilities were refocused to take care of the Western Region of the country, from the Mississippi River to the west coast. This was comprised of 13 switch sites throughout the region and approximately 35 personnel.

In 1992, the Operations department was reorganized and I was relocated to Los Angeles. Due to financial strains, I was forced to seek employment back in Texas, so I located employment in San Antonio, and resigned.

**Western Union Telegraph Company May 1975 to November 1980**  
**Outside Plant Technician**

Responsible for the installation and maintenance of communications equipment located at a customer site. The types of equipment included all models of teletype equipment, from TELEX to TWX teletypes. In addition, I installed and maintained all types of voice/data equipment for the private line type service provided by Western Union at the time.

**(Brief history of Western Union employment)**

I started with a company called CPI Microwave, Inc. based out of Austin, Texas. They were a provider of private line type service as well as providing network video feeds to all television stations in their serving cities. My duties included the testing, wiring, and installation of private line circuits, and the monitoring and repair of the video system, exclusive of the transmitters. In 1976, Western Union purchased CPI and I was reassigned to the outside plant due to my knowledge and experience with the voice/data circuits.



**EMPLOYMENT HISTORY CONT'**

**United States Air Force** January 1969 to July 1975

**Telephone Equipment Installer/Repairman**

*Responsible for the installation and repair of all types of telephone equipment relating to the outside plant. This included single line sets to multi-station key systems and PBX's.*

*(Brief history of USAF employment)*

While stationed at Scott AFB, Ill. my unit received the Outstanding Unit Award for the relocation of the Military Airlift Command's headquarters building. We managed to relocate various office locations throughout the base and the country to the new building without any loss of communications.

While stationed at Lackland AFB, Texas, I was responsible for the repair of all telephone troubles on Lackland, the Hospital area, and the Officer Candidate School. When first assigned the job, there were over 150 troubles backlogged. Within a six week period, I had eliminated the backlog and was dealing with the troubles on a real time basis. I received many Letters of Appreciation from many departments on the base.

**TECHNICAL EXPERIENCE**

I am experienced in the use of all types of test equipment, both analog and digital. I have a better than average knowledge of PC's and DOS 6.0, along with various programs, i.e., LOTUS 1 2 3, WordPerfect 5.1, Auto-CAD, AutoSketch, etc. I have installed several switching centers from the planning stages to turn-up, including the floor layout, installation of superstructure, DCS, DSX, power plants, etc. I have also attended several certified training seminars on various types of equipment.

**REFERENCES****John Brekel**

**100 NE Loop 410 2nd Floor Operations  
San Antonio, Texas 78216  
Ph. 210-366-7506**

**Lee Wharton**

**11210 Bomar Dr.  
San Antonio, Texas 78233  
Ph. 210-654-3951**

**Jim Sevilla**

**555 Howard St. 1st floor  
San Francisco, California 94105  
Ph. 415-974-6121**

**Olie Mueller**

**10202 Pangborn Dr.  
Downey, California 90241  
Ph. 805-375-4713**

**Metromedia Comm Corp.  
Vice President Operations**

**GEM Industries  
Executive Sales Manager**

**Metromedia Comm Corp.  
Area Manager, Northern California Area**

**GTE West  
Customer Service Manager**

**More references and salary information upon request.**

**Exhibit Seven - Item 18 C.**

**Technical Capability**

Lightcom proposes to operate switching equipment from its offices in Washington, DC. Lightcom has also constructed telecommunications switching and transmission equipment in its business offices at 1956 Webster Street, Penthouse Suite, Oakland CA 94612, and at 100 Taylor Street, San Antonio, Texas.

Lightcom's primary method of providing telecommunications service is through its reseller services of the Frontier Communications telecommunications system, and various other interexchange (IXC) carriers, as well as direct connections to local exchange carrier (LEC) tandems. Frontier, one of the nation's major telecommunications companies, has constructed a nationwide telecommunication system based on copper, microwave and fiber optic components for transmission of its services. Through the installation and operation of its own switching and transmission equipment, Lightcom will be able to offer its own network services in addition to the interexchange resale services through Frontier and other carriers.

Lightcom will have the technical ability to provide telecommunications services through the switching and transmission facilities used in its carefully designed network architecture, as follows. Lightcom has installed a Technical Operating Center and a Network Control Center at its corporate offices in Washington. The TOC will consist of the necessary and appropriate multiplexing and demultiplexing equipment, power converters, air handling units,



battery plants, a grounding system and appropriate interconnect, cross-connect and interface panels to enable switched and private line type traffic. This equipment will support the Lightcom-owned, controlled and operated switches and Digital Access Cross-Connect Systems (DACS), interconnected via multiplexers to leased fiber installed within the Lightcom offices.

These fiber optic facilities will transport leased capacity to Lightcom at a 565 MBs (megabit) rate and will interconnect these two operating centers to points of presence in San Antonio and Oakland. These transmission and switch facilities will be supported by on-line test equipment and fully qualified telecommunications technicians in Washington DC on a complete, 24 hour per day, seven days per week schedule, and will be used to direct, monitor, test and redirect facilities and traffic from Lightcom's NCC in Washington DC.

With respect to the technical expertise of Lightcom's staff, the resumes of its officers and technical staff enclosed in this application indicate years of experience in telecommunications, with the technical capability to effect the Lightcom telecommunications service as proposed.

**Exhibit Eight - Item 19**

**A copy of the proposed tariff is included in Attachment A.**

**LIGHTCOM INTERNATIONAL, INC.**

**FLORIDA TARIFF NO. 1  
Original Sheet No. 1**

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**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services and facilities provided by LIGHTCOM INTERNATIONAL, INC., with principal offices at 1023 15th Street, NW, Suite 1250, Washington DC 20005. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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**Issued:**

**Effective:**

**By:**

**Bennie Thayer  
President  
Lightcom International, Inc.  
1023 15th Street, NW - Suite 1250  
Washington DC 20005**



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**TARIFF CHECK SHEET**

The Original Title Page and Original Pages 1 through 34 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and contain all changes from the original tariff that are in effect as of the date shown below.

<b>SHEET NO.</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original		
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25	Original		
26	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**EXPLANATION OF SYMBOLS**

- D - Delete or Discontinue.
- I - Change resulting in an increase to Customer's bill.
- M - Moved from another tariff location.
- N - New.
- R - Change resulting in a reduction to Customer's bill.
- T - Change in text or regulation but no change in rate, regulation or charge.

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**TARIFF FORMAT**

**Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**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 Florida Public Service Commission ("FPSC"). For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its 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.

**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)

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**TARIFF FORMAT (con't)**

**Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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Section 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communications channels furnished by the Company over its facilities as defined below:

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Lightcom to identify the origin of the service user so the Company may rate and bill the call. All Authorization Codes shall be the sole property of Lightcom and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Number Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person, firm, corporation or other legal entity authorized by the Customer to use the Company's service provided to the Customer. An Authorized User is responsible for compliance with this tariff.

Automatic Number Identification (ANI) - A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment for use of Lightcom's service(s). The Billed party is the Customer associated with the authorization code used to originate the call, with the following exception: in the case of a travel card call, the Billed party is the holder of the calling card or credit card used by the user.

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Section 1 - TECHNICAL TERMS AND ABBREVIATIONS (con't)

**Company** - Refers to Lightcom International, Inc.

**Completed Call** - A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Mastercard, or to a local exchange carrier or interexchange carrier calling card.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff.

**FCC** - The Federal Communications Commission.

**Holiday** - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Local Access and Transport Area ("LATA")** - A geographic Area established by the local telephone company for the provision and administration of communications service.

**FPSC** - The Florida Public Service Commission

**Service Hours** - Day applies to Monday through Sunday 8:00 a.m. to 4:59 p.m. Non-Day applies to Monday through Sunday 5:00 p.m. to 7:59 a.m.

**State** - The term "State" includes a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the Territories of Guam and the Virgin Islands.

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**11. Definitions (con't)**

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering or any other form of intelligence.

**Travel Card** - A credit or debit calling card issued by Company which allows customers to make telephone calls and charge the calls to an account or against an established monies held in a debit account. Charges for calls charged to Company issued credit travel card will appear on the Customer's regular monthly bill.

**User** - A Customer, or any person or entity authorized or invited by a Customer to make use of services provided under this tariff.

\*\*\*\*\*

**SECTION 2 - GENERAL REGULATIONS**

**2.1. Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to provide telecommunications services in accordance with the terms of this tariff. The Company will provide interLATA and intraLATA telephone services between points in Florida.

This tariff contains the service description and rates generally applicable to the telecommunications service furnished by Lightcom International, Inc. (hereinafter referred to as "Lightcom" or the "Company") in the State of Florida. The services listed herein are provided by means of radio, fiber or copper wire or any other suitable technology or a combination thereof available to the Company as a reseller of interstate long distance telephone services.

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**Issued:**

**By:**

**Effective:**

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2. GENERAL REGULATIONS (con't)

2.1.1 Scope (con't)

2.1. Undertaking of the Company (con't)

2.1.1 Scope (con't)

The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 Shortage of Facilities

Service is offered subject to the availability of suitable facilities and the provisions of this tariff. The Company reserves the right to limit the length of communications or discontinue finishing services when necessary because of the lack of transmission medium capacity or because of causes beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.

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2. GENERAL REGULATIONS (con't)

2.1. Undertaking of the Company (con't)

2.1.3 Assignment

Customer shall not assign or transfer the use of the Company's services under this tariff except with the prior written consent of Lightcom in each and every instance. All regulations and conditions contained in this tariff shall apply to all such assignees or transferees that the Company has authorized.

2.2 Liability of the Company

2.2.1 Limitation With Respect to Damages

The liability of Lightcom, if any, for damages arising out of the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service, and not caused by any act or omission of the Customer, shall be limited to the credit allowance for service interruptions specified in Section 4.2. Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for compensatory or consequential damages arising out of any delay defect or interruption of service.

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2. GENERAL REGULATIONS (con't)

2.2 Liability of the Company (con't)

2.2.2 Limitation of Liability

The Company shall not be liable for:

A. Libel, slander or infringement of copyright arising from or in connection with the transmission of communications by means of Company-provided facilities unless the libel, slander or infringement results solely from the negligence or willful misconduct of the Company;

B. Patent infringement arising from the combination or use of Company-provided facilities with customer-provided or authorized user-provided facilities or services;

C. Any and all claims arising out of any act or omission of the customer, its authorized users or any other entity furnishing services or facilities for use in conjunction with the services provided under this tariff.

D. Any unlawful or unauthorized use of the Company's facilities and service, unless such use results solely from the negligence or willful conduct of the Company;

E. Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities unless such breach results solely from the negligence or willful conduct of the Company;

F. Changes in any of the facilities, operations or procedures of the Company that render any facilities or services provided by the customer or its authorized users obsolete or otherwise affect their use or performances. The Company will endeavor to advise the customer on a timely basis of such changes.

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**2. GENERAL REGULATIONS (con't)**

**2.2 Liability of the Company (con't)**

**2.2.3 Indemnification**

A. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from and against all loss, liability, damage and expense disclaimed by the Company, as specified in Sections 3.2.1 and 3.2.2., arising in connection with the provision of service by the Company to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability and pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection herewith. The Company shall notify the Customer of any such suit or claim against the Company.

B. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, by any authorized user or any other party, for any personal injury to or death of any person or persons, or for any loss damage or destruction of any property, whether owned by the Customer, by any authorized user or any other party, caused or claimed to have been caused directly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any installation so provided. The Company may require the Customer to sign an agreement acknowledging its acceptance of the above stated provisions prior to such installations.

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**2. GENERAL REGULATIONS (con't)**

**2.2 Liability of the Company (con't)**

**2.2.3 Indemnification (con't)**

C. Lightcom shall be indemnified and held harmless by the Customer and Authorized Users from and against all loss, liability, damage and expense due to claims for libel, slander or infringement of copyright, trademark or patent rights in connection with any material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or Authorized User or any party relating to the use of the Company's facilities.

**2.3 Provision of Equipment and Facilities**

2.3.1. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.3.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

A. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

B. the reception of signals by Customer-provided equipment; or

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**2. GENERAL REGULATIONS (con't)**

**2.3 Provision of Equipment and Facilities**

**2.3.2. (con't)**

C. network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

**2.4 Cancellation of Service by Company**

**2.4.1 Conditions of Cancellation**

Without incurring liability, Lightcom may discontinue services to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services under the following conditions:

A. For nonpayment of any sum due Lightcom after issuance of the bill for the amount due, provided that Company gives ten (10) working days' written notice before termination, or;

B. For violation of any of the provisions of this tariff;

C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Lightcom's services, including the Florida Public Service Commission, provided that Company complies with pertinent regulations requiring prior written notice before termination; or

D. By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Lightcom from furnishing its services; or

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2. GENERAL REGULATIONS (con't)

2.4 Cancellation of Service by Company (con't)

2.4.1. Conditions of Cancellation (con't)

E. Customer has unauthorized or illegal use of service, in which case no notice is required.

2.5 Customer Obligation

Termination for cause does not relieve the Customer of any obligation to pay its bill.

2.6 Company Notification of Refusal of Service

In case of refusal to establish service, or whenever service is discontinued, Company shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.

2.7 Restoration of Service

Service shall be initiated or restored when cause for refusal or discontinuance has been satisfactorily adjusted, and shall be in accordance with the priority system in Part 64, subpart D, of the FCC regulations.

2.8 Interruption of Services by Company

2.8.1 No Credit Allowances

Without incurring liability, Lightcom may interrupt the provision of services at any time due to:

A. performance of test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Lightcom's equipment and facilities ;

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2. GENERAL REGULATIONS (con't)

2.8 Interruption of Services by Company (con't)

2.8.1 No Credit Allowances (con't)

- B. negligence of Customer
- C. failure of facilities provided by customer or an authorized user
- D. Additions or changes to service ordered by customer
- E. Any other act or failure to act by the customer, Customer's employees, agent or contractor, or authorized user.

2.9 Credit Allowances

2.9.1. When service is interrupted due to causes other than those listed in Section 4.1, credit allowance will be made for an interruption of service.

2.9.2. The Customer will be credited for interruptions after service has been interrupted for a continuous duration of twenty-four (24) hours or more. Such credit will be based upon the Customer's average usage as exhibited in the Customer's previous two (2) month's billing, calculated on the basis of a thirty (30) day month and twenty-four (24) hour day. No credit will be given for interruptions less than twenty-four (24) hours.

2.9.3. As a condition of any claim for credit by Customer, the Customer shall notify the Company's designated representative of any outage or service interruption immediately by telephone, or if such representative cannot be reached by telephone, by written notification delivered to such representative, and the duration of the outage or service interruption shall be computed from the time of such notification to the time when the Company resolves the problem causing the interruption.

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2. GENERAL REGULATIONS (con't)

2.10 Customer Premises Provisions

2.10.1 The Customer shall be responsible for the personnel, power and space required to operate, install, repair, maintain, program, inspect, or remove equipment installed on the premises of the Customer.

2.10.2 The Customer shall be responsible for providing Company personnel access to premises of Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.11 Liability of the Customer

The Customer will be liable for damages to the facilities or equipment of the Company caused by negligence or willful conduct of the officers, directors, agents, contractors or employees of the Customer.

2.12 Cancellation of Service by Customer

2.12.1 After Commencement

Customer may cancel the Company's service after commencement of service by giving Company a minimum of thirty (30) days' written notice before termination.

2.12.2 Prior to Commencement

Customer may cancel the Company's service before commencement of service by notifying Company in writing or by personally appearing at Company's corporate office. Customer will be responsible for payment of any non-recurring installation charges.

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2. GENERAL REGULATIONS (con't)

2.12 Cancellation of Service by Customer (con't)

2.12.3 Customer's Obligation to Pay Bill

Cancellation of service does not relieve the Customer of any obligation to pay its bill.

2.12.4 Toll Free Number Customer Service Number

The Company provides the following toll-free customer service number for any customer questions, complaints or other inquiries regarding its service: 1-888-LGHTCOM

2.13 Use of Services

2.13.1 Lawful Purpose

2.13.1.A The Company's communication service may be used to transmit telephone conversations of the Customer or its authorized users.

2.13.1.B Service is furnished subject to the condition that it will be used only for lawful purposes consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the Florida Public Service Commission.

2.13.1.C Customers and Authorized Users are prohibited from and by their acceptance or use of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

2.13.1.D The use of Lightcom's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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2. GENERAL REGULATIONS (con't)

2.13 Use of Services (con't)

2.13.1 Lawful Purpose (con't)

2.13.1.E The use of Lightcom's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

2.13.1.F The service or any rights associated therewith shall not assigned or transferred without the prior written consent of Lightcom.

2.13.1.G Service orders, including requests for the installation or termination of service, will be accepted only from the Customer or the customer's designated agent.

2.14 Customer Equipment and Channels

2.14.1 Interconnection of Facilities

2.14.1.A Forms of Interconnection

Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. The forms of interconnection available for use with particular services are set forth in Section 14, following.

2.14.1.B Protection of Company Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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2. GENERAL REGULATIONS (con't)

2.14 Customer Equipment and Channels (con't)

2.14.1 Interconnection of Facilities (con't)

2.14.1.A Inspections

1. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities; and may, without liability, temporarily suspend service while making such tests and inspections, and thereafter until any violations of such requirements are corrected.

2. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever action is deemed necessary, including the suspension of service to protect its facilities and personnel from harm. The Company will provide upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.15 Payment for Services

The Customer is responsible for payment of all charges for services, including charges for services originated or charges accepted at the Customers' service point.

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2. GENERAL REGULATIONS (con't)

2.15 Payment for Services (con't)

2.15.1 Rendering Bills

2.15.1.A Commencement of Service

The Company will notify Customer either verbally or in writing upon completion of service installation. Such date shall constitute commencement of service. Usage charges and taxes will be billed monthly.

2.15.1.B Billing Periods

Customer invoices will be mailed on a monthly basis.

2.15.1.C Due Dates

Payment of an invoice is due within thirty (30) days of the billing date.

2.15.1.D Liability of Customer For Payment

Customer shall be liable for any applicable federal, state, or local use, excise, sales, or privilege taxes, or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer. Customer shall also be liable for payment of all charges for services provided to Customer under this tariff.

2.15.1.E Form of Payment

Customer payment to Company shall be made by check, money order or certificated check made payable to the Company. Such payment shall be made via first-class mail, postage prepaid, to the address stated on the Customer's invoice. For the purpose of this tariff, Customer shall remit payment to the Company.

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2. GENERAL REGULATIONS (con't)

2.15 Payment for Services (con't)

2.15.1 Rendering Bills (con't)

2.15.1.F Disputed Bills

1. The Customer has fifteen (15) days after receipt of a bill to submit a written notice of a dispute over charges to Company and up to the applicable statutory limit to dispute any charges.

2. Written notice of a disputed charge to Company does not relieve the Customer of any obligation to pay its bill within thirty (30) days of the billing date of the invoice.

3. If a disputed charge is resolved in the Customer's favor, Company will credit the Customer's account.

4. In case of any disputed charges which cannot be resolved to the mutual satisfaction of Customer and Company, the Customer has the right to contact Lightcom directly. Also, all billing disputes will be referred by the Company to the FLORIDA at 6 St. Paul Center, Baltimore, MD 21202, (410) 767-6028, with no time limitations.

5. If the Company's bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

6. A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least ten days before service is disconnected except in extreme cases. Notice shall be given separate and apart from the regular monthly bill for service.

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2. GENERAL REGULATIONS (con't)

2.15 Payment for Services (con't)

2.15.1 Rendering Bills (con't)

2.15.1.F Disputed Bills (con't)

7. Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

8. Customer shall be liable for all costs of collection for payment of any sum or sums due the Company.

2.15.2 Cancellation of Service For Cause

Without incurring liability, Lightcom may discontinue service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services under the following conditions:

A. For nonpayment of any sum due Lightcom after issuance of the bill for the amount due provided that Company gives ten (10) working days' written notice before termination;

B. For violation of any of the provisions of this tariff;

C. For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of Lightcom's services including the Florida Public Service Commission, provided that Company complies with pertinent regulations regarding prior written notice before termination; or

D. By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Lightcom from furnishing its services.

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2. GENERAL REGULATIONS (con't)

2.16 Taxes

The rates quoted in this tariff do not include federal excise taxes, and state and local sales, use and similar taxes. Customer is responsible for payment of these taxes as billed. In addition, all services billed to a Customer location in the State of Florida will be subject to a surcharge for the Florida Gross Receipts Tax, Sales tax and any other applicable Florida state charges and be shown on a separate line in such billing.

2.17 Private Line Services

Dedicated access circuits may be provided and billed by the local exchange company (LEC). Dedicated access channels may be purchased from carriers other than the LEC only in accordance with FPSC rules or if the special access channel is jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider.

\*\*\*\*\*

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Message Telecommunications Service (hereinafter referred to as "MTS") is offered to Customers of the Company to provide direct-dial switched message telephone service for InterLATA intrastate calls within the boundaries of the State of Florida and to stations located outside the State of Florida and to provide direct-dial switched message telephone service for interstate calls to stations located outside the State of Florida. Such services are available twenty-four hours per day, seven days a week.

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**SECTION 3 - DESCRIPTION OF SERVICE (con't)****3.1 General (con't)**

Service to Customers is available from any point in the State of Florida where the Company subscribes to local exchange access service. Customers may be charged for calls based on the class of service, distance between the originating and terminating points, the time of day, and the duration of the call.

Access to service is available to Customers who subscribe to a local exchange company's End User Common Line service, and to their Authorized Users. Access is obtained either by presubscription to the Company as the primary interexchange carrier for the end user common line; or by dialing an access code assigned to the Company by the local exchange telephone company.

Company may act as Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by Company. The Customer shall be responsible for all charges due for such service arrangement.

**3.2 Timing of Calls**

Billing for calls placed over the Company's network may be based in part on the duration of the call. Timing for all calls begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE (con't)

3.3 Billing Increments

Generally, the initial whole minute or fraction thereof is subject to the per minute rate. The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute and billed at the per minute rate. Lightcom also offers other services where billing increments are thirty second initial, with 6 second additional increments. The billing increments for each specific service are indicated in Section Four, as part of the rate description for each service.

3.4 Per Call Billing Charges

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

3.5 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.6 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than \_\_\_\_\_ during peak use periods for all Feature Group D services ("1+" dialing.)

3.7 Service Offerings

3.7.1 Intrastate Switched Access

See description of service in Section 3.1, supra.

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LIGHTCOM INTERNATIONAL, INC.

FLORIDA TARIFF NO. 1  
Original Sheet No. 31

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**SECTION 3 - DESCRIPTION OF SERVICE (con't)****3.3 Billing Increments**

Generally, the initial whole minute or fraction thereof is subject to the per minute rate. The subsequent seconds are rounded in whole minute increments, with the remaining seconds, if any, rounded up to the next whole minute and billed at the per minute rate. Lightcom also offers other services where billing increments are thirty second initial, with 6 second additional increments. The billing increments for each specific service are indicated in Section Four, as part of the rate description for each service.

**3.4 Per Call Billing Charges**

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

**3.5 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**3.6 Minimum Call Completion Rate**

A customer can expect a call completion rate of not less than 99% during peak use periods for all Feature Group D services ("1+" dialing).

**3.7 Service Offerings****3.7.1 Intrastate Switched Access**

See description of service in Section 3.1, supra.

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SECTION 3 - DESCRIPTION OF SERVICE (con't)

3.7.2 Intrastate Switched Dedicated Access

Intrastate Switched Dedicated Access Service refers to customers with dedicated lines to Lightcom for switched access service within the same state, in this case, Florida.

3.7.3 Prepaid Debit Cards

Lightcom will provide debit card service in two ways. Lightcom will provide service to Customers who wish to act as distributors of prepaid debit cards in the state of Florida. The customer/distributor shall be charged at the rates described herein. Generic prepaid debit cards would then be sold by the customer/distributor in denominations to be determined by the distributor. Lightcom will also provide service to Customers who wish to purchase prepaid debit cards directly from Lightcom. Prepaid debit cards would be sold in denominations of \$5.00, \$10.00, \$25.00, and \$50.00 by Lightcom.

3.8 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided in Section 3, herein, will be subject to the following late payment charge of up to 1.5% per month, or, in the alternative, the maximum amount allowed at that time by the laws of the State of Florida.

Customer shall be liable for all costs of collection incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations.

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SECTION 3 - DESCRIPTION OF SERVICE (con't)

3.9 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Maximum Fee Per Check Returned is \$20.00 or 5% of the amount of the check, whichever is greater, or, in the alternative, the maximum amount allowed at that time by the laws of the State of Florida.

3.10 Reconnect Fee

Upon disconnection of service, a reconnect fee of \$25.00 may be imposed, or, in the alternative, the maximum amount allowed at that time by the laws of the State of Florida.

\*\*\*\*\*

SECTION 4 - RATES

4.1 Rate Schedule

4.1.1 MTS Service Rates - Intrastate

The following rates apply to all MTS calls completed by the Company:

4.1.1.A. Residential Domestic MTS Dial One  
Community Choice 1 (per minute rate)

Florida .135

Billing increments are thirty second initial, with 6 second additional increments.

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## SECTION 4 - RATES (con't)

4.1.1.B. Residential Domestic NTS Dial One  
Community Choice 2 (per minute rate)

	Peak	Off-Peak
Florida	.23	.12

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.C. Residential Intrastate Travel  
Calling Cards (per minute rate)

Florida	.26
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Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.D. Residential Domestic 800/888  
PIN Service (Intrastate per minute rate)

Residential Domestic 800/888 PIN Service consists of inbound switched services combined with a PIN 800 number accessed via four digit personal identification (PIN) numbers used by End Users. The use of the PIN numbers with a PIN 800 number permits multiple End Users to utilize the same 800/888 telephone number on an individual basis.

Florida	.22
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SECTION 4 - RATES (con't)

4.1.1.E. Business Domestic MTS Dial One  
(\$0-49.99 monthly long distance revenue)

Florida .140

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.F. Domestic MTS Inbound (800)  
(\$0-49.99 monthly long distance revenue)

Florida .130

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.G. Business Domestic MTS Dial One  
(\$50-99.99 monthly long distance revenue)

Florida .135

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.H. Business Domestic Inbound (800) Service  
(\$50-99.99 monthly long distance revenue)

Florida .130

Billing increments are thirty second initial, with 6 second additional increments.

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Issued:

By:

Effective:

Bennie Thayer,  
President  
Lightcom International, Inc.  
1023 15th Street, NW - Suite 1250  
Washington DC 20005

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SECTION 4 - RATES (con't)

4.1.1.I. Business Domestic MTS Dial One  
(\$100-499.99 monthly long distance revenue)

Florida .130

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.J. Business Domestic Inbound  
(\$100-499.99 monthly long distance revenue)

Florida .130

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.K. Business Domestic MTS Dial One  
(\$500-999.99 monthly long distance revenue)

Florida .125

Billing increments are thirty second initial, with 6 second additional increments.

4.1.1.L. Business Domestic Inbound (800) Service  
(\$500-999.99 monthly long distance revenue)

Florida .125

4.1.1.M. Business Domestic MTS Dial One  
(\$1000-\$5000 monthly long distance revenue)

Florida .120

Billing increments are thirty second initial, with 6 second additional increments.

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Issued:

By:

Effective:

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Washington DC 20005



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**SECTION 4 - RATES (con't)**

**4.1.1.N. Business Domestic Inbound (\$00) Service  
(\$1000-\$5000 monthly long distance revenue)**

**Florida .120**

**4.1.1.O. Business Travel Card Service**

**Florida .26**

Billing increments are thirty second initial, with 6 second additional increments.

**4.1.1.P. Business Dial One**

**Florida .22**

**4.1.1.Q Prepaid Calling Cards**

Customers may purchase from Lightcom a prepaid calling card which allows a Customer to place calls at the rates described herein. Generic cards are sold in denominations of \$5.00, \$10.00, \$25.00, and \$50.00.

**Per Minute Charges -  
Pre-Paid Card - Intrastate**

**Florida .24**

Billing increments are thirty second initial, with 6 second additional increments.

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**Issued:**

**By:**

**Effective:**

**Bennie Thayer,  
President  
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1023 15th Street, NW - Suite 1250  
Washington DC 20005**

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**SECTION 4 - RATES (con't)**

**4.2 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

**4.3 Directory Assistance Charges for Handicapped Persons**

Pursuant to Florida Public Service Commission Rules and regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.

**4.4 Telecommunications Relay Service**

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

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**Issued:**

**By:**

**Effective:**

**Bennie Thayer,  
President  
Lightcom International, Inc.  
1023 15th Street, NW - Suite 1250  
Washington DC 20005**

**Exhibit Nine - Appendix C**

**The Frontier Communications non-Switch POPs in Florida are located as follows:**

<b>LATA</b>	<b>POP</b>
448	Pensacola
452	Jacksonville
454	Gainesville
456	Daytona
458	Orlando
460	Miami
460	West Palm beach
460	Ft. Lauderdale

**Frontier's switch in Florida is located in Tampa.**



### **Exhibit Ten**

**Lightcom has reviewed the Extended Area Equal Access (EAEA) requirements contained in Commission Rule 25-24.471(4)(a), and included with the Application for Certificate. Lightcom is fully aware of these EAEA requirements under Florida regulations, and will take any and all measures necessary to comply with these requirements. Through its contractual relationship with Frontier, Lightcom will configure its system requirements with Frontier so that any intraLATA toll services in the State of Florida shall be provided to only those end users with whom Lightcom has a prior and ongoing relationship or who dial the appropriate access code.**

LAW OFFICES

*John D. Pellegrin*

CHARTERED

1140 CONNECTICUT AVENUE, N.W.

SUITE 606

WASHINGTON, D.C. 20036

TELEPHONE (202) 293 3831

FACSIMILE (202) 293 3836

DEPOSIT HEAD. FILE

DATE

March 12, 1997

D482

17 97

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

Dear Mr. Secretary:

Lightcom International, Inc., ("Lightcom") hereby submits its application to the Florida Public Service Commission for Authority to Provide Interexchange Telecommunication Service within the State of Florida, pursuant to the applicable provisions of the Rules of the Florida Public Service Commission, and other statutes, orders and regulations pertinent thereto.

Should any questions arise concerning this application, or any need for additional information, kindly communicate with the undersigned directly.

Respectfully submitted,

*Robert E. Kelly*

Robert E. Kelly

Checked against with filing and  
for...  
Filing...  
to...  
Info... who forwarded this

*File*

LAW OFFICES

*John D. Pellegrin*

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1140 CONNECTICUT AVENUE, N.W.  
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WASHINGTON, D.C. 20036

TELEPHONE (202) 293-3831

FACSIMILE (202) 293-3836

DEPOSIT HEAD. NO. DATE

March 12, 1997

0482

MR 1797

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

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Should any questions arise concerning this application, or any need for additional information, kindly communicate with the undersigned directly.

Respectfully submitted,

*Robert S. Kelly*

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**LIGHTCOM INTERNATIONAL, INC.**

1023 15TH ST. NW, STE 300  
WASHINGTON, DC 20005 2600  
(202) 842-8000

FIRST UNION NATIONAL BANK  
OF MARYLAND  
5720 SILVER HILL ROAD  
DISTRICT HEIGHTS, MD. 20747

4487

3/13/1997

PAY Florida Public Service Commission

TO THE AMOUNT \*\*250.00  
OF \$ Hundred Fifty and 00/100

DATE

Division of Administration  
2540 Shumard Oak Blvd  
Gunter Building  
Tallahassee FL 32399-0850

Inv-31397 filing fee

*Robert S. Kelly*

Security features include: Digital Ink