

ROSEMARY E. BURGHER
Lawyer
47 Spring Street Road
Loudonville, New York 12211
Telephone: (518) 785-5279
Facsimile: (518) 783-4519

DEPOSIT

DATE

D 5 2 1

MAY 09 1997

Via Overnight UPS

May 7, 1997

970563 -TI

Ms. Kelly Biegalski
Regulatory Analyst II
State of Florida
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Biegalski:

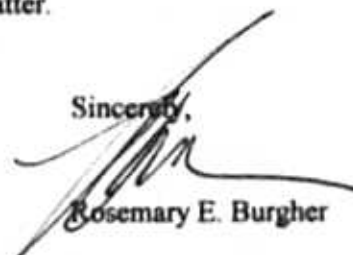
Re: Application of American Freeway100

Enclosed, please find the completed application for Elias Ventures, Inc., d/b/a/
American Freeway100. Thank you for your patience in allowing us the additional time to
have this filed, due to the certificate of authority taking longer than we expected to be
effective.

I hope all is in order, including the exhibits and tariff. If you have any questions,
or need additional information, please do not hesitate to contact me immediately. As you
can gather, we are new to this licensing process, so I may have overlooked information or
misinterpreted a question.

Thank you for your attention to this matter.

Sincerely,



Rosemary E. Burgher

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

Initials of person who forwarded check:

enc.

A. J.

DOCUMENT NUMBER-DATE

04698 MAY-96

FPSC-RECORDS/REPORTING

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

Submitted by:

**Elias Ventures, Inc. d/b/a American Freeway100
6128 East 38th Street, Suite 400
Tulsa, Oklahoma 74135**

May 9, 1997

DOCUMENT NUMBER-DATE

04698 MAY-95

FPSC-RECORDS/REPORTING

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.
 - (X) **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
 - (X) **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:
Elias Ventures, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):
American Freeway 100
5. National address (including street name & number, post office box, city, state and zip code).
6128 East 38th Street, Ste. 400, Tulsa, Oklahoma 74135
6. Florida address (including street name & number, post office box, city, state and zip code):
1200 South Pine Island Road, Plantation, Florida 33324 (c/o CT Corporation System)
7. Structure of organization;
- Individual
 - Foreign Corporation
 - General Partnership
 - Other, _____
 - Corporation
 - Foreign Partnership
 - Limited Partnership
8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
 - (b) Indicate if the individual or any of the partners have previously been:

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

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

9. If incorporated, please give:

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

Corporate charter number: F970000002308

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

CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324

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

Fictitious name registration number: N/A

- (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):

(a) The application;

Rosemary E. Burgher, Lawyer
47 Spring Street Road, Loudonville, New York 12211
Telephone: (518) 785-5279 Facsimile: (518) 783-4519

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

Paul Murphy, CFO
6128 East 38th Street, Tulsa, Oklahoma, 74135
Telephone: (918) 632-7102

(c) Tariff;

Charles Cleveland, Legal Counsel
6128 East 38th Street, Tulsa, Oklahoma, 74135
Telephone: (918) 632-7100

(d) Complaints/Inquiries from customers;

Naysan Nayestani, Operations Manager
6128 East 38th Street, Tulsa, Oklahoma, 74135
Telephone: (918) 632-7100

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

NONE

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

Oklahoma, Federal (Interstate) Application also pending

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

NONE

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

NONE

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

NONE

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

NONE

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

- Facilities. Operators.
- Billing and Collection. Sales.
- Maintenance.
- Other: NONE

13. Do you have a marketing program?

YES

14. Will your marketing program:

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

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

The full marketing program, including all commissions earned, are fully described in the marketing brochure and Associate Handbook included herein.

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) Any individual or Association who chooses to

receive long distance service from this company

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, American Freeway100 will be identified on the bill for customer service purpose.

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

Not contracted to date.

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

PLEASE NOTE THAT COMPANY HAS NOT DONE BUSINESS FOR 3 YEARS

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.

PLEASE SEE ATTACHED EXHIBIT "A" FOR FINANCIAL STATEMENT

FORM PSC/CMU 31 (11/95)

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

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.

SEE EXHIBIT "A"

B. Managerial capability.

SEE EXHIBIT "B"

C. Technical capability.

SEE EXHIBIT "C"

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

SEE EXHIBIT "D"

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

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

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

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

MTS for pay telephone service providers

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

800 Service (Toll free)

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

Private Line services (Channel Services)
(For ex. 1.544 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). 1-900 or 1-800

22. Other:

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:

E. J. Maso
Signature

5/8/97
Date

ELIAS MASSO

PRESIDENT
Title

(918) 632-7100
Telephone No.

**** 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:



Signature

5/8/97
Date

ELIAS MASSO

PRESIDENT

Title

(918) 632-7100

Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased. NONE

1) 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased. NONE

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.

NONE

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).

NONE

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).

Applicant will only provide intraLATA toll services to end users with whom it has a prior and ongoing relationship, or who dial the appropriate access code (800 or 888).

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?

NOTE: APPLICANT MAINTAINS THAT IT HAS NOT PREVIOUSLY SOLD OR PROVIDED THE ACTUAL TELECOMMUNICATIONS SERVICES TO ITS ASSOCIATES, BUT HAS CONTRACTED WITH A THIRD PARTY RESELLER TO PROVIDE THE SAME.

UTILITY OFFICIAL:

E. J. Masso
Signature

5/8/92
Date

ELIAS MASSO

PRESIDENT

Title

(918) 632-7100

Telephone No.

FORM PSC/CMU 31 (11/95)

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

EXHIBIT "A"

FINANCIAL STATEMENTS

Freeway 100
INCOME STATEMENT
FOR THE 12 PERIODS ENDED DECEMBER 31, 1996

+---- YEAR TO DATE ----+
ACTUAL PERCENT

REVENUE

SALES	\$2,417,097.13	105.6 %
CREDIT CARDS REFUND /US	(117,852.31)	(5.2)
CREDIT CARDS CHARGE BACK	(16,379.32)	(.7)
SALES RETURNS/REFUNDS	(3,994.82)	(.2)
Misc. Income- Convention	9,355.45	.4
	-----	-----
TOTAL REVENUE	2,288,226.13	100.0
	-----	-----
GROSS PROFIT	2,288,226.13	100.0

OPERATING EXPENSES

EMPLOYEE BENEFIT PROGRAMS	300.00	.0
PURCHASES-GOODS FOR RESALE	48,862.64	2.1
Cost of Telecom	213,809.44	9.3
COST OF GOODS SOLD	337.02	.0
PURCHASES-SALES AIDS & PROMO.	97,121.25	4.2
PURCHASES-FREIGHT OUT	77.13	.0
BANK SERVICE CHARGES	449.50	.0
AUTOMOBILE EXPENSES	83.51	.0
MISCELLANEOUS	4,783.39	.2
MISCELLANEOUS	7,828.02	.3
VISA/MC CREDIT CARD FEE	30,059.53	1.3
DISCOVERY CREDIT CARD FEE	3,316.37	.1
SUPPLIES & PACKAGING	1,654.65	.1
OFFICE SUPPLIES	12,572.81	.5
PRINTING	4,964.34	.2
PRINTING	50,079.43	2.2
COMPUTER SUPPLIES	1,044.19	.0
OUTSIDE CONSULTANTS & TESTING	11,187.95	.5
OUTSIDE CONSULTANTS & TESTING	7,500.00	.3
CONTRACT LABOR	1,905.00	.1
CONTRACT LABOR	1,996.00	.1
POSTAGE	933.27	.0
POSTAGE	3,543.20	.2
ADVERTISING-PRINT	9,641.20	.4
LEGAL & ACCOUNTING	4,996.91	.2
LEGAL & ACCOUNTING	5,160.63	.2
TRAVEL & OUT-OF-POCKET	45,133.70	2.0
SEMINARS & CONVENTION	13,622.41	.6
ANNUAL CONVENTION	1,970.70	.1
COMMISSIONS-DISTRIBUTORS	1,040,480.95	45.5
TELEVISION PROGRAM DEVELOPMENT	16,490.00	.7
MEETING SERVICES	67.99	.0
CHARITABLE CONTRIBUTIONS	1,000.00	.0
LICENSES & PERMITS & TAXES	27.00	.0
TOTAL OPERATING EXPENSES	1,643,000.13	71.8

Freeway 100
INCOME STATEMENT
FOR THE 12 PERIODS ENDED DECEMBER 31, 1996

+----- YEAR TO DATE -----+
ACTUAL PERCENT

NET INCOME FROM OPERATION	\$645,226.00	28.2 %
EARNINGS BEFORE INCOME TAX	645,226.00	28.2
NET INCOME (LOSS)	\$645,226.00	28.2 %

Freeway 100
BALANCE SHEET
DECEMBER 31, 1996

ASSETS

ASSETS

CASH IN BANKS-DEPOSITORY	\$ (140,380.50)
CASH IN BANKS-BONUS PAYMENT	(103,100.31)
CASH IN BANKS-ACCOUNTS PAYABLE	26,204.33
TCI MONEY MARKET	39,700.62
ADVANCES TO NANCI REALTY CORP.	113,400.00
ADVANCES TO NANCI BONUS	8,300.00
ADVANCES TO NEW LIFE -BONUS	10,700.00
ADVANCES TO WORLD SERVICE CORP	511,910.00
ADVANCES TO WSC PAYROLL	10,900.00
ADVANCES TO NANCI CORP.	179,600.00
"Freeway 100" Trademark	1,715.00

TOTAL ASSETS

658,949.14

FIXED ASSETS

COMPUTER EQUIPMENT

11,934.19

TOTAL FIXED ASSETS

11,934.19

TOTAL ASSETS

\$670,883.33

Freeway 100
BALANCE SHEET
DECEMBER 31, 1996

LIABILITIES AND EQUITY

CURRENT LIABILITIES

ACCOUNTS PAYABLE-TRADE	\$1,695.71	
NOTE ADVANCED -VALLEY N. BANK	39,700.62	
Loan payable- Nanci Corp	28,000.00	
Loan payable - World Service	18,000.00	

TOTAL CURRENT LIABILITIES		87,396.33

LONG-TERM LIABILITIES

SHAREHOLDER LOANS	(61,739.00)	

TOTAL LONG-TERM LIABILITIES		(61,739.00)

TOTAL LIABILITIES		25,657.33

EQUITY

RETAINED EARNINGS	.00	
RETAINED EARNINGS-CURRENT YEAR	645,226.00	

TOTAL EQUITY		645,226.00

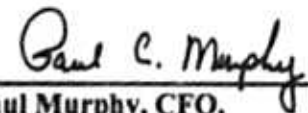
TOTAL LIABILITIES AND EQUITY		\$670,883.33

Affirmation of Financial Statements

We, Elias Masso, President and Chief Executive Officer, and Paul Murphy, Chief Financial Officer of Elias Ventures, Inc. hereby attest and affirm that the foregoing Financial Statements of Elias Ventures, Inc. are true and correct to the extent of our knowledge and belief.



**Elias Masso, President and CEO,
Elias Ventures, Inc.**



**Paul Murphy, CFO,
Elias Ventures, Inc.**

EXHIBIT "B" **MANAGERIAL CAPABILITY**

Although Elias Ventures, Inc. is relatively new to the telecommunications market, it, and its management has been involved in direct sales endeavors since the early eighties, and has dealt with upwards to forty five thousand (45,000) company distributors and/or associates across the US, Canada and Mexico.

Mr. Elias Masso, President, has previously been involved with the sale of nutritional products by his association with The Nanci Corporation International ("NCI"), which is a direct sales, multilevel marketing company, based in Tulsa Oklahoma, and started in 1984. The success of that company spearheaded Mr. Masso into other products, using the sales formulas, practices, and policies that made NCI a success with its distributors and customers. Using the tools and resources provided to him by his association with NCI, Mr. Masso envisioned the same concept for telecommunications, and began Elias Ventures, Inc. d/b/a American Freeway100 for that purpose.

Mr. Paul Murphy, CFO, joined NCI in 1991 and has managed the affiliated companies' financials since that time. Mr. Murphy also takes an active role in the operations of Elias Ventures, Inc., especially as it relates to financial matters.

Ms. Nanci Masso, Vice President and Secretary, is a veteran of direct sales. Founder of NCI, she is not only the figurehead of NCI, but takes an active and definitive role in its management. With this expertise, she contributes much to the direction of Elias Ventures, Inc.

There are also department heads employed by Elias Ventures, Inc., many of whom have worked with affiliated companies and now bring their expertise to this new venture.

In all, there are presently over fifty (50) employees from Accounting to Problem Resolution to serve customers who are associated with American Freeway100

EXHIBIT "C"

TECHNICAL CAPABILITY

Elias Ventures, Inc. currently contracts with a Reseller to provide the service to its associates and customers. All billing and service is currently done through that entity. In the event of Elias Ventures, Inc.'s Federal Licensing, and all various state-intrastate long distance licensing, then service will commence directly from the carrier to Elias Ventures, Inc.

At the time of operation, as stated in the application, switches and pops will still not be owned or leased by Elias Ventures, Inc. The billings will still be contracted out to a third party, with any inquiries directed to Elias Ventures, Inc.'s customer service representatives. Elias Ventures, Inc.'s affiliation with related companies which already deal in multi-state, multi-tax and multi-customer transactions allows it to utilize state-of-the art computer software programs and seasoned employees.

If the Commission requires any further specific information, please inquire.

EXHIBIT "D"

TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Elias Ventures, Inc., d/b/a American Freeway100, with principal offices at 6128 East 38th Street, Tulsa, Oklahoma 74135. This tariff applies for service furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: April 1, 1997

EFFECTIVE: July 1, 1997

By: Eli Masso, President
Elias Ventures, Inc.
6128 East 38th Street, Ste. 400
Tulsa, Oklahoma 74135

CHECK SHEET

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

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

ISSUED: April 1, 1997

EFFECTIVE: July 1, 1997

BY: Eli Masso, President
Elias Ventures, Inc.
6128 East 38th Street, Ste. 400
Tulsa OK 74135

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ISSUED: April 1, 1997
BY: Eli Masso, President
Elias Ventures, Inc.
6128 East 38th Street, Ste. 400
Tulsa OK 74135

EFFECTIVE: July 1, 1997

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

ISSUED: April 1, 1997
BY: Eli Masso, President
Elias Ventures, Inc.
6128 East 38th Street, Ste. 400
Tulsa OK 74135

EFFECTIVE: July 1, 1997

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

LATA Local access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC Local Exchange Company

NECA National Exchange Carriers Association.

ISSUED: April 1, 1997
BY: Eli Masso, President
Elias Ventures, Inc.
6128 East 38th Street, Ste. 400
Tulsa OK 74135

EFFECTIVE: July 1, 1997

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a American Freeway100 designated switching center or point of presence.

American Freeway100 - Used throughout this tariff to refer to Elias Ventures, Inc..

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Commission - Florida Public Service Commission.

Company or Carrier - American Freeway100, unless otherwise clearly indicated by the context.

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

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Pre-subscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial Period and Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on Local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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SECTION 1 - DEFINITIONS (CONT'D)

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a 1-800/888 or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U. S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Elias Ventures, Inc.

American Freeway100's services and facilities are furnished for communications originating within Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

American Freeway100 arranges for installation, operation and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth in this tariff. American Freeway100 may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized to do so by the Customer, to allow connection of a Customer's location to the American Freeway100 network.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing services in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations, (cont'd)

2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by American Freeway100 in its reasonable judgment.

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liability

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing, the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.5 Liability (cont'd)

- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request of the United States or Florida government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.
- 2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
 - (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.5 Liability, (cont'd)**2.5.6 (cont'd)**

(c) All other claims (including without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.7 Billing and Payment for Service**2.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Billing and Payment for Service (Cont'd)****2.7.3 Late Payment Fees**

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

2.7.4 Return Check Charges

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bill upon presentation.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, American Freeway100 reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his, her or its premises, including personnel, wiring, electrical power and the like, incurred in the use of American Freeway100's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers or systems. The Company does not undertake to provide any special facilities, equipment, or service to enable the Customer to interconnect the facilities or equipment of the Company with facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariff.

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspection as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his, her or its control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of one-thirtieth (1/30th) of the monthly charge for the service(s) affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total month charge for the affected service(s)

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two (2) attempts at collection, shall be subject to discontinuance of service in the same manner as provided for non-payment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for non-payment of overdue charges if after sixty (60) days the service has not been used.

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SECTION 2 - RULES AND REGULATIONS (CONTD)

2.16 Refusal or Discontinuance by the Company (Cont'd)

2.16.4 For any violation of law or of any provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If Service has been discontinued for non-payment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than non-payment) is corrected.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

American Freeway100 offers direct dialed (1+) service, inbound toll-free number service, travel card and pre-paid calling card services for communications originating and terminating within Florida under terms of this tariff.

Direct dial service is offered for originating locations within Florida.

In bound toll free service is available to Customers served from locations in Florida. Originating locations for calls placed to the Company's toll-free number services must be within Florida.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within Florida from which the caller can dial the appropriate access code(s) and may be placed to any location within Florida.

Customers are billed based on their use of American Freeway100's network and services. Charges may vary by service offering, mileage band class of call, time of day, day of week, and/or call duration.

3.2 Timing of Calls

Billing for calls placed over American Freeway100's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Call timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)

3.2 Timing of Calls (Cont'd)

- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When the Customer indicates that he/she was billed for an incomplete call, American Freeway100 will reasonably issue credit for the call.

3.3 Rate Periods**3.3.1 The following rate periods apply:**

Daytime Rate Period is 8:00 AM to 5:00 PM* on Monday through Friday

Evening Rate Period is 5:00 PM to 11:00 PM* on Monday through Friday and Sunday

Night/Weekend Rate Period is all times that are not included in the Daytime Rate Period or the Evening Rate Period.

(*) Up to but not including.

3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The Evening Rate is used on national holidays, unless a lower rate would apply.

New Year's Day	January 1
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.3 Rate Periods (Cont'd)

- 3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)

3.4 Outbound Long Distance Service

American Freeway100's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. Calls may originate from any valid exchange in Florida and terminate at a Florida location.

American Freeway100's outbound long distance service is a pre paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, outbound long distance service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. There is no credit if the minimum of 180 minutes is not used in a month. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND TOLL-FREE
NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND TOLL-FREE
NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.1320	\$0.1320	\$0.1320

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)

3.5 Inbound Toll-Free Number Service

Except for intra-LATA long distance, which requires dialing an access code, American Freeway100's Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven days a week. Service is terminated through switched access lines. Calls may originate from any valid exchange in Florida and terminate to the Customer's location in Florida at no charge to the calling party.

American Freeway100's Inbound Toll-Free Number Service is a pre paid, flat rate minimum offering with a volume discount to be billed after excess usage is determined. For billing purposes, Outbound Long Distance Service from all switched access lines and Inbound Toll-Free Number Service used by a Customer are aggregated. For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. Time of day and holiday discounts do not apply.

MONTHLY RECURRING CHARGES: \$3.00

USAGE CHARGES:

FLAT RATE FOR MINIMUM OF 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND TOLL-FREE
NUMBER SERVICE LONG DISTANCE

MONTHLY MINIMUM \$35.00

PER MINUTE RATES FOR MINUTES IN EXCESS OF FIRST 180 MINUTES
OF COMBINED INTERSTATE, INTRASTATE AND INBOUND TOLL-FREE
NUMBER SERVICE LONG DISTANCE

DAY	EVENING	NIGHT/WKND
\$0.1320	\$0.1320	\$0.1320

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BY: Eli Masso, President
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)

3.6 Travel Service

American Freeway100's Travel Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations in Florida. Access to American Freeway100's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with the area code. Travel Service rates apply to calls placed from locations in Florida.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day, holiday and volume discounts do not apply. A per call service charge applies.

MONTHLY RECURRING CHARGES None

PER CALL CHARGE: \$0.25

USAGE CHARGES:

PER MINUTE RATES

INITIAL MINUTE	EACH ADDITIONAL MINUTE
\$0.2500	\$0.2500

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BY: Eli Masso, President
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)

3.7 Pre Paid Calling Cards Service

American Freeway100's Pre Paid Calling Cards Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Access to American Freeway100's Pre Paid Calling Cards Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with the area code. Pre Paid Calling Cards Service rates apply to calls placed to locations in Florida.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

For billing purposes, call timing is rounded up to the next one-tenth minute increment after a minimum initial period of one-half minute. When time on the card expires it is no longer valid for use. There is no expiration date. Time of day and holiday discounts do not apply.

3.7.1 Pre Paid Calling Card Service - Option 1

American Freeway100's Option 1 pre paid calling card service is a pre paid long distance calling card valid for 60 minutes of service.

MONTHLY RECURRING CHARGES:	None
USAGE CHARGE, PER CARD	\$35.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)**3.7 Pre Paid Calling Cards Service (Cont'd)****3.7.2 Pre Paid Calling Card Service - Option 2**

American Freeway100's Option 2 pre paid calling card service is a pre paid long distance calling card valid for 180 minutes of service.

MONTHLY RECURRING CHARGES:	None
ONE TIME PROCESSING FEE	\$5.00
CHARGE, PER CARD	\$100.00

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONTD)**3.7 Pre Paid Calling Cards Service (Cont'd)****3.7.3 Pre Paid Calling Card Service - Option 3**

American Freeway100's Option 3 pre paid calling card service is a pre paid collectible long distance calling card valid for 60 minutes of service.

MONTHLY RECURRING CHARGES:	None
CHARGE, PER CARD	\$100.00
VOLUME DISCOUNT, FOR 5 CARDS	\$300.00
VOLUME DISCOUNT, FOR 16 CARDS	\$1,000.00

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES**4.1 Directory Assistance**

Directory Assistance is available to Customers of American Freeway100. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$0.85

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SECTION 5 - PROMOTIONS

5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the non-recurring or recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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BY: Eli Masso, President
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SECTION 6 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off rates contained herein, waiver of recurring and non-recurring charges, charges for specially designed and constructed service not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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BY: Eli Masso, President
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Quick Start to Success!

REFERENCE INFORMATION

FREEWAY100 INFORMATION

Customer Service	918-632-7241	Fax On Demand	918-632-7252
Order Entry	1-800-881-4022	Freeway100 Corporate Voice Mail	918-632-7143
Order Entry Fax	1-800-480-1149	Corporate Web Page	www.freeway100.com
Mailing Address	P. O. Box 700867 Tulsa, OK 74170-1080	E-mail Address	info@freeway100.com
Physical Address	6128 E. 38th St., Suite 400 Tulsa, OK 74135		

To change your service re-order, fill out a Freeway100 Change Form and fax or mail it to Freeway100 Order Entry. New applications may also be faxed or mailed to Freeway100 Order Entry.

For any technical questions regarding your Internet access or Long Distance Service, please refer to the technical support numbers below.

TECHNICAL SUPPORT

Internet

Please call this number for technical questions regarding both Netscape Navigator™ and Netcom Netcruiser™. Software technical support is available seven days a week, 24 hours a day.

Phone 408-983-5970
E-Mail support@ix.netcom.com

Long Distance Technical Support & Billing

Host Communications 1-800-987-4678

SPONSOR INFORMATION

Name	_____
Home Phone Number	_____
Voice Mail	_____
Work Phone Number	_____
E-Mail Address	_____
Fax	_____
Address	_____



Dear Freeway100 Associate:

Welcome to Freeway100, your on-ramp to telecommunication services and the Internet! Your decision to join Freeway100 allows you to receive your choice of the following:

- High-quality Long Distance Service at extremely competitive rates!
- Unlimited nationwide access to the resources of the Internet and the World Wide Web!
- The ease and convenience of a Pre-Paid Phone Card!
- Nationwide voice mail with local access!

Great services are only part of Freeway100. Now that you're an Associate, you have the incredible opportunity to build your own business... a business that can generate both weekly Quick Start Commissions and lucrative monthly Residual Commissions.

Qualifying for these commissions is simple. From the first person you refer to Freeway100, you're qualified to receive monthly Residual Commissions on all seven levels of your Business Center, as long as you are active that month! Even though your first goal is to refer three people, you can refer as many as you want. As your Business Center grows, your income will grow.

Again, welcome and thank you for joining Freeway100! We're very happy that you feel strongly enough about Freeway100 to become a part of it. Your decision to join Freeway100 increases our ever-growing commitment to providing you with services of the highest quality and the tools to achieve your goals. If you have any questions about Freeway100's products or services, please call Customer Service at 918-632-7241.

Sincerely,

Eli Masso, Chairman

Freeway100
Corporate Office
6128 East 38th Street, Suite 400
Tulsa, OK 74135

Customer Service 918-632-7241
Order Entry 1-800-881-4022
Order Entry Fax 1-800-480-1149

www.freeway100.com

Do it the
Freeway!

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COMPENSATION PLAN

Freeway100 features one of the most exciting and generous compensation plans in the entire network marketing industry. As an active Associate, you are qualified to collect monthly Residual Commissions on all seven levels of your Business Center from the first person you refer to Freeway100. You are also eligible to collect incredible weekly Quick Start Commissions based on the initial orders of people you refer to Freeway100, and, if you are a Racer, you can even earn Quick Start Commissions based on the initial orders of Associates referred by people in your Downline! The charts below illustrate the power of these two forms of income.

Monthly Residual Commissions*

Paid on the monthly service re-order of Associates in your Downline.

Level	Associates Per Level	Commission Per Person	Total Commission Per Level
1	3	X \$2	= \$6
2	9	X \$2	= \$18
3	27	X \$2	= \$54
4	81	X \$1	= \$81
5	243	X \$1	= \$243
6	729	X \$1	= \$729
7	2,187	X \$3	= \$6,561

Potential Monthly
Residual Commission Income
Per Service Used By Your Downline:

\$7,692

This amount is the potential total if everyone in your Business Center used only one service. Your actual earning potential is even greater! For example, if everyone in your Business Center used two services, your potential monthly Residual Commission would be \$15,384, and if everyone used three services, your potential monthly Residual Commission would be \$23,076!

Weekly Quick Start Commissions*

Paid on the initial orders of Associates in your Downline. Racers and Racers earn Quick Start Commissions on the initial orders of each personally-referred Associate, but only Racers earn seven levels of Quick Starts.

Level	Associates Per Level	Commission Per Person	Total Commission Per Level
1	3	X \$100 (Racers)	= \$300
2	9	X \$15	= \$135
3	27	X \$5	= \$135
4	81	X \$5	= \$405
5	243	X \$5	= \$1,215
6	729	X \$5	= \$3,645
7	2,187	X \$15	= \$32,805

Potential Racer Quick Start
Commission Income
per Business Center:

\$38,640

This figure represents the potential earnings over the growth of one Business Center. Even though level one only shows that you have personally-referred three people, you may refer as many people to Freeway100 as you wish - and, if you're a Racer, you'll earn a \$100 Quick Start Commission on the initial order of each Racer you refer!

* These figures are not income representations. Actual income is based on the activity of the individual Associate.

PERSONAL COMMITMENT SHEET

NEW ASSOCIATE COMMITMENT

- I commit to make a list of at least 20 people to introduce to Freeway100.
- I commit to attend training sessions and opportunity meetings and to promote them to my Downline.
- I commit to support and help the people that I bring into Freeway100 and to provide them with Freeway100 "Quick Start to Success" Associate Handbooks.
- I commit to utilizing the communication tools made available to me through Freeway100 and will encourage the Associates I refer to Freeway100 to do the same.

NAME _____

DATE _____

SPONSOR COMMITMENT

- I commit to provide support and training information to you, my personally-referred Freeway100 Associate.
- I commit to helping you build your Business by helping you share the Freeway100 opportunity with your prospects and by teaching you to do the same.

NAME _____

DATE _____

INFINITY BONUS

All Freeway100 Racers can now qualify for an incredible income bonus that could add thousands of dollars to commission earnings every month. Called the Infinity Bonus, it allows Freeway100 Racers to collect bonus compensation from all members of their Downline, even below the first seven levels – paid to infinity! This new compensation-plus bonus is now in effect, and can have a substantial financial impact for every Racer building his or her Freeway100 business!

HERE'S HOW IT WORKS:

To receive an infinity bonus on each of your four Business Centers, you must qualify each Business Center separately. "Business Center" refers to your 3 x 7 matrix, and "Entire Downline" refers to the three legs of a particular Business Center and the levels of that Business Center, one through infinity.

1. The first, second and third levels of your qualifying Business Center must be full, all with active Associates, for that Business Center to qualify for the Infinity Bonus. Associates in your Downline that are moved "up" by Compression are considered active, and apply to this qualification.
2. You must have a total of at least 1,500 active Associates in the three qualifying legs of your "Entire Downline" (levels one through infinity).
3. If you meet the above two requirements, you will receive an INFINITY BONUS OVERRIDE of 1% on the total purchase volume of all Associates in your entire qualifying Downline, from level one to infinity. This applies to the first, second and third Business Centers you develop.
4. Starting with your fourth Business Center, you will receive an INFINITY BONUS OVERRIDE of 2% paid on the total purchase volume of all Associates in your fourth Business Center's entire qualifying Downline, from level one to infinity.

FREQUENTLY ASKED QUESTIONS

ABOUT
FREEWAY100

COMPENSATION PLAN

What is a Matrix?

The Freeway100 matrix consists of all the independent Associates in Freeway100.

What is a Downline?

Your Downline begins with you and has seven levels, beginning with the first three people on your first level. "Downline" is the term used for the people in your Business Center. Each Business Center you have is comprised of a potential total of 3,279 people who are paying for and receiving services.

What is an Upline?

Your Upline consists of the people above you in your leg of the Matrix. In other words, your Upline starts with the person who referred you to Freeway100 and continues upward with the people above that person. Because of this, you are in both an Upline and a Downline. The people above you are your Upline and you are in their Downline, while the people below you are in your Downline and you are in their Upline. It sounds confusing, but it's really not complicated. This concept is important because you, as a member of the Upline of people in your Business Center, should stay in contact with and provide support for the immediate two or three levels of your Downline. This contact will help your Downline grow. Moreover, members of your Upline will refer people to Freeway100, who will spill over into your Downline through a process called Forced Growth, which contributes to the growth of your Downline.

What is Compression?

The integrity of your Downline is maintained through a great feature: Compression. If someone anywhere in the seven levels of your Downline is inactive in a given month (doesn't pay for their monthly service), the volume in the level directly below that inactive person will be compressed up into the inactive space for that month's commission calculation. This allows you to collect the maximum possible monthly Residual Commissions. There's no worrying about holes in your Downline, because as long as the person who drops out of the company has someone below him or her, Compression takes care of it!

What is Forced Growth?

Forced Growth is what separates Freeway100 from many of its competitors. You only have three positions below you. Every Associate after these first three that you refer to Freeway100 "spill over" into the first-available positions below your first level. Your Business Center grows in three ways: Through the referring efforts of you, your Downline and your Upline. Moreover, people who come into the company without a sponsor, whether through company advertising or other means, are placed in the next available position in the Matrix. While this is no substitute for the referral work done by you and your Downline, it's a great bonus that makes the Freeway100 compensation plan even more attractive.

MEMBERSHIP OPTIONS

Which Should I Choose: Pacer or Racer?

There are many advantages to both the Pacer and Racer options. However, it is really not a question of whether one plan is better, or more advantageous, than the other. The Pacer option lets you, as an active Associate, collect monthly Residual Commissions on all seven levels of your Business Center and weekly Quick Start Commissions (\$20 per service chosen by each person you refer to Freeway100, up to \$40 per person) from the first person you refer. For the one-time purchase of a \$240 Business Builder Package, the Racer option gives you the same monthly Residual Commissions as the Pacer option, as well as \$100 Quick Start Commissions paid on the initial orders of each Racer you refer and seven levels of Quick Start Commissions based on the initial orders of new Racers in your Downline. If you join Freeway100 at the Racer level, you also receive four hours of Internet and/or Business training and your first month of Internet Access and/or a 60-minute Pre-Paid Phone Card. Freeway100 truly offers options for everyone!

What's the advantage of the Racer Option?

The advantages of the Racer program fall into two categories. First, as a Racer you are eligible to collect Quick Start Commissions when you or others in your Downline refer people to the company. As stated above, unlike Pacers, who receive a maximum of \$40 on the initial order of each Racer or Pacer they refer to the company, Racers will receive \$100 on the initial order of each Racer they personally refer. Moreover, as a Racer you will receive Quick Start Commissions for each Racer referred by others in your Business Center. This feature adds thousands of dollars per Business Center to your potential earnings. Another benefit of becoming a Racer is that you can start up to three additional Business Centers once you have filled the fifth level of your initial Business Center. These two features make the Racer option an attractive plan. Pacers also have an opportunity to make a substantial income, but if you have success as a Pacer, you should have more than enough incentive and the resources to upgrade to the Racer plan, and you can do so at any time simply by paying for your one-time \$240 Business Builder Package. We hope that you eventually choose to maximize your earning potential, but don't say no to the Freeway100 opportunity just because you don't want to initially sign up as a Racer. There's enough room for everyone in Freeway100!

Does my \$240 Business Builder's Package cover my first month's service?

Only if you enter Freeway100 as a Racer. If you upgrade to Racer from Pacer later, you will still pay for your \$240 Business Builder's Package, but you will not receive any free services.

FREEWAY100 SERVICES

When do services begin?

The standard switch-over time for long distance is controlled by your local exchange carrier. You will receive your Internet software in approximately 5 to 7 working days. You can immediately access the Internet once you receive your software.

When will the first debit to my account occur?

It will occur on the last business day of the month in which your application was received by Freeway100, regardless of your enrollment date.

What forms of payment are acceptable?

Initial orders can be paid for by cashier's check, money order or credit card. Re-orders can be made by bank draft or credit card. Cashier's checks may only be used for monthly re-order of the Pre-Paid Phone Card. If funds are not received in the office by the last business day of the month, your order will not be processed until the following month and you will forfeit that month's commission check.

Can I sign up for more than one service?

Yes, you can sign up for as many as you like. And, as long as you are qualified (paid for your monthly service and referred at least one person to Freeway100), you'll collect monthly Residual Commissions on all seven levels of your Downline on each of the four services, regardless of whether you're using each.

Can I change the services I receive after I start?

Yes. Use the Freeway100 Associate Change Form to make the appropriate changes to your account. Changes must be submitted to Freeway100 in writing by the 15th of the month to take effect the following month.

What are the benefits of FREEWAY100's Internet access compared to other Internet service providers?

Freeway100 gives you high-speed, unlimited Internet access in over 247 cities, as well as 24-hour technical support and free NetCruiser™ and Netscape Navigator™ software. Through a partnership with Netcom Communications, one of the largest direct Internet service providers in the U.S., Freeway100 offers you the best Internet access money can buy, and the opportunity to earn much more than you spend on Internet access each month. Other national on-line services such as America Online® and Compuserve®, which charge over \$2 per hour, do not come close to the value of Freeway100's unlimited access.

Do I have to change long distance carriers to participate in the telecommunications plan?

Not necessarily. If you choose the 180 minutes of Long Distance Service, you have to switch to Freeway100's carrier. This is easily accomplished by filling out the Standard Letter of Agency at the bottom of your application. There is no need for you to call your long distance provider. If you have chosen only the Pre-Paid Phone Card option, your long distance carrier will remain the same.

What if I use more than 180 minutes of long distance?

You will receive a 32% volume discount on any minutes over the initial 180 minutes. You will be billed a flat rate of 13.2¢ per minute in six-second billing increments after the first 30 seconds for calling time in excess of 180 minutes.

What if I don't use up my 180 minutes of long distance?

The Long Distance Service minutes will not carry over to the next month. Reach out and touch someone!

Why do I receive a Pre-Paid Phone Card for the initial month of my Long Distance Service and/or Internet Access?

For Associates ordering Long Distance Service: The Pre-Paid Phone Card is provided for your use while your Long Distance Service account is being set up. The Card is provided for your first month's Long Distance Service, because the Service cannot be pro-rated. For Associates ordering Internet Service: If your

application is received on the 15th of the month, you will receive a Pre-Paid Phone Card in addition to your Internet software. You will be able to sign on to the Internet as soon as you receive your software. Because Internet access cannot be pro-rated, you receive the Pre-Paid Phone Card to make up for the portion of the month's access that you lost through signing up after the 15th.

COMMISSION PAYMENTS

When do I receive my Residual Commission and Quick Start Commission checks?

Quick Start Commissions are paid weekly for those people who were referred the previous week. This includes Quick Start Commissions for both Pacers and Racers. Residual Commissions are paid monthly on or about the 15th of the month for the previous month's service activity. Each month, you are also sent a "Bonus Recap," listing the active Associates in your Downline. This helps you track the growth of your Business Center. All applications received before 5:00 p.m. CST, Friday will be processed that week, and the Quick Start Commission checks will be mailed the following Friday.

FREEWAY100 GENERAL INFO

How will I be notified of company changes/updates?

Corporate announcements will be posted on Freeway100 voice mail, appear in regular newsletters and will be posted online at the Freeway100 website at www.freeway100.com. Any policy or procedure changes will be mailed to Associates.

If I want to change my order, add services, change my mailing address, upgrade to Racer, etc.... how do I notify FREEWAY100?

Easy! Just fill in the appropriate blanks on the Associate Change Form provided in the Quick Start for Success Handbook, then fax or mail it to Freeway100. Call Freeway100 Customer Service to obtain this form if you don't have one.

Can I purchase sales aids from the company?

Yes. Just fill out the Sales Aids form to order the sales aids you want.

Am I required to attend meetings and/or training sessions in my area?

Although you are not required to do so, we strongly suggest that you do. Meetings are a great opportunity to introduce potential Associates to Freeway100, meet Associates in your area and share ideas on how to build your Business.

How do I go about sharing this opportunity with others?

You might start by considering how you discovered the Freeway100 opportunity. Were you introduced to the company by a friend, family member or business associate? Did you hear about us through word of mouth, see an ad or did someone at your church or school mention this opportunity to you? Put simply, someone you know probably told you about this exciting new company. Sit down, compile the names of some people you know and start dialing the phone. Your Business Center, and your potential income, grows with each new referral. The Freeway100 opportunity is too valuable to keep secret. You should share this chance for financial freedom and the quality services it offers with everyone you care about!

What's the best way to help my Business be successful?

Treat it like a business. Use the training sessions, sales tools, upline support, corporate support available to you and... TALK TO PEOPLE!

USE THIS PROSPECT SHEET TO HELP BUILD YOUR FREEWAY100 BUSINESS!

NEW ASSOCIATE PROSPECT SHEET

My Name: _____ Associate ID#: _____

Sponsor's Name: _____ Associate ID#: _____ Phone: _____

PROSPECT	PHONE	MAILING DATE	CONTACT DATE	FOLLOW-UP DATE	CLOSING DATE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

NEW ASSOCIATE ACHIEVEMENT RECORD & FOLLOW-UP SHEET

My Name: _____ Associate ID#: _____

Sponsor's Name: _____ Associate ID#: _____ Phone: _____

Enter your newly referred Associates' names in the spaces provided. As you contact your new Associates on a daily basis, and they reach their referral goals, insert the new Associate's name & the date on which he or she received applications from his or her new Associates.

1. NAME/SPONSOR DATE			2. NAME/SPONSOR DATE			3. NAME/SPONSOR DATE		
1. NAME/SPONSOR DATE	2. NAME/SPONSOR DATE	3. NAME/SPONSOR DATE	1. NAME/SPONSOR DATE	2. NAME/SPONSOR DATE	3. NAME/SPONSOR DATE	1. NAME/SPONSOR DATE	2. NAME/SPONSOR DATE	3. NAME/SPONSOR DATE
1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

*This Follow-Up Sheet Allows You to Monitor
Your Downline and Reach Your Goals!*

FORMS GUIDE

Thumbnail image of the Associate Application & Agreement form. The form is titled "Associate Application & Agreement and Monthly Recurring Authorization". It contains several sections, with five numbered callouts (1-5) indicating key areas: 1. Upper left side (Personal Information); 2. Upper right side (Sponsor Information); 3. Middle left side (Membership Option and Signatures); 4. Method of Payment information; 5. Bottom section (Freeway100 Long Distance Standard Letter of Agency).

ASSOCIATE APPLICATION & AGREEMENT

1. Applicant completes the upper left side of the application.
2. Sponsor completes the upper right side of the application.
3. Applicant selects Membership Option (including services desired) and signs and dates the form on the middle left side of the form. Two signatures are necessary if two people are applying together on the same application, i. e. husband and wife. The first person to sign is the applicant, and would use his or her social security number. The second person to sign is the co-applicant.
4. Applicant fills out Method of Payment information. Be sure to complete all lines necessary for the company to process the necessary payment each month. Your signature will be required. Be sure to enclose a signed and voided check for all bank draft orders.

5. If you choose the Long Distance Service, fill out and sign the Freeway100 Long Distance Standard Letter of Agency at the bottom of the form.

Thumbnail image of the Freeway100 Associate Change Form. The form is titled "Freeway100 Associate Change Form". It contains several sections, with six numbered callouts (1-6) indicating key areas: 1. Personal Information; 2. Personal Information Changes; 3. Payment Information Changes; 4. Membership Changes; 5. Service Re-order Changes; 6. Signature and Date.

Freeway100 ASSOCIATE CHANGE FORM

Use the Freeway100 Associate Change Form to make any changes to your Freeway100 account. Fill out only the portions you wish to make changes in. If you want to change your monthly service, fill out an Associate Change form and mail or fax it to Freeway100. All Change Forms must be received by Freeway100 by the 15th of the month preceding the month the change is to take place.

1. Complete personal information at the top of the form.
2. Fill out this section to make changes to personal information (address, phone number, etc.).
3. Fill out this section to change your method of payment. Be sure to attach a cancelled check if choosing the Bank Draft Option.
4. Fill out this section to change your membership status from Pacer to Racer.
5. Fill out this section to change, add to or subtract from your monthly service re-order.
6. Sign and date the form here to authorize it. Regardless of what changes you make, the form needs an authorizing signature to be processed.

Associate Application & Agreement and Monthly Reorder Authorization



MAIL OR FAX THIS APPLICATION TO:
Freeway100
 6128 E. 38th St., Suite 400, Tulsa, OK 74135
 Order Entry 1-800-881-4022
 Order Entry Fax 1-800-480-1149
 Customer Service 1-918-632-7241

APPLICANT INFORMATION

FULL NAME (FIRST, MIDDLE, LAST) _____
 SOCIAL SECURITY NUMBER _____
 STREET ADDRESS OR P. O. BOX NUMBER _____
 CITY _____ STATE _____ ZIP CODE _____
 HOME PHONE () _____ WORK PHONE () _____ FAX () _____

SPONSOR INFORMATION

FULL NAME (FIRST, MIDDLE, LAST) _____
 SOCIAL SECURITY NUMBER _____
 STREET ADDRESS OR P. O. BOX NUMBER _____
 CITY _____ STATE _____ ZIP CODE _____
 HOME PHONE () _____ WORK PHONE () _____ FAX () _____

MEMBERSHIP OPTIONS *Please check your desired level of membership and the product(s) you wish to receive:*

RACER

S240 Start Up Includes Business Training Package and Free First Month's Internet Access (if you sign up for Internet Access) and/or one 60-Minute Pre-Paid Long Distance Phone Card (if you sign up for Long Distance Service).

- Freeway100 Unlimited Internet Service -- \$39.95/month
 - Windows Software Macintosh Software
- Freeway100 Telecommunications (Choose one or both):
 - 60 Minute Pre-Paid Phone Card -- \$35/month
 - 180 Minutes Long Distance Service -- \$35/month*

** First month's long distance will be provided in the form of a 60-Minute Pre-Paid Long Distance Phone Card*

PACER

No sign-up fee -- simply start paying for the monthly services you wish to receive

- Freeway100 Unlimited Internet Service -- \$39.95/month
 - Windows Software Macintosh Software
- Freeway100 Telecommunications (Choose one or both):
 - 60 Minute Pre-Paid Phone Card -- \$35/month
 - 180 Minute Long Distance Service -- \$35/month*

METHOD OF PAYMENT *Please check your desired method of payment:*

- VISA MASTERCARD DISCOVER

CREDIT CARD NUMBER _____ EXPIRATION DATE _____ EXACT NAME AS IT APPEARS ON CARD _____ SIGNATURE OF CARD HOLDER _____

I understand that my credit card will be charged each month for the product(s) checked above, plus any additional long distance service and any taxes, if applicable, within 10 days of billing.

Bank Draft Authorization: I authorize Freeway100 to draft my checking account on a monthly basis in the amount of \$ _____, plus the one-time S240 Racer Start-Up Fee, if applicable, long distance service and taxes. NOTE: Attach a signed and voided check. Additional charges will be drafted from your checking account each month within 10 days of billing.

IMPORTANT: Bank drafts are not acceptable for your first month's charge. If you are choosing Bank Draft for your method of payment, please indicate how you wish to pay for your first month's charge (Credit Card or Money Order): _____

BANK NAME _____ BRANCH NAME _____
 BANK ADDRESS _____ ACCOUNT NUMBER _____ NAME (S) ON THE ACCOUNT _____

AGREEMENT TO BECOME AN ASSOCIATE

I hereby apply to become an Independent Associate for Freeway100. I have read and understand all Terms and Conditions of this Agreement. If I am signing up for the Long Distance, I have filled out and signed the appropriate information on the bottom of this form. By signing this application, I agree to accept Internet Access from Freeway100 through its service provider, Netcom On-Line Communications Services and/or Long Distance Service from Freeway100 through its long distance service provider. I understand that qualification to be an Associate requires my participation in the Internet Access and/or the Long Distance Service and/or the 60-Minute Pre-Paid Phone Card Service. I also understand that I will be paid commissions on sales, but no guarantees of income have been offered and any income I may make is dependent on my efforts. I will not be paid Monthly Residual Commissions (Racer and Pacer) or Quick Start Commissions (Racer only) until I have recruited one (1) Associate. If I have signed up for the Long Distance Service, I further agree to pay for all services used within 10 days of the billing of my monthly statement. I authorize my payment to be made in accordance with the METHOD OF PAYMENT checked above.

APPLICANT SIGNATURE _____ DATE _____
 CO-APPLICANT SIGNATURE _____ DATE _____

I understand that my initial order will be processed on the day that this application is received by Freeway100, and that my reorder will start on the last business day of this month.

FREWAY100 LONG DISTANCE STANDARD LETTER OF AGENCY/ REQUEST FOR SERVICE APPLICATION (LONG DISTANCE SERVICE ONLY)

This letter of agency authorizes Freeway100's service provider to act on my behalf for any telecommunication services including, but not limited to, long distance management, service inquiries and ordering. Freeway100's service provider will act as the sole agent to advise the local telephone company of the preferred interexchange carrier (IXC code) as selected on this long distance application. I understand that I may designate only one long distance service. I understand that my local telephone company can charge a service fee for each line charged. I certify that I am of legal age (at least 18) and that I have the authority to enter into this Letter of Agency. I understand that a processing and billing charge of \$3.00 will be charged monthly.

NAME AS IT APPEARS ON YOUR LOCAL PHONE BILL _____ ADDRESS AS IT APPEARS ON YOUR LOCAL PHONE BILL _____
 AUTHORIZED CUSTOMER SIGNATURE _____ CITY _____ STATE _____ ZIP CODE _____
 SERVICE REQUESTED: Freeway100 1+ Long Distance Transfer my current 800 Service to Freeway100 800 Service (Please enter your existing 800 or 888 number) _____
 PHONE #s FOR SERVICE: BILLING # _____ SECOND # ON SAME BILL _____ THIRD # ON SAME BILL _____

FREWAY100 TERMS & CONDITIONS

INTERNET ACCESS & TELECOMMUNICATIONS

Freeway100 is a service company providing Internet Access, Long Distance Service, 60-Minute Pre-Paid Phone Cards and National Voice Mail either directly or through a service provider. Our rates are subject to change only after notice. The following rates shall apply: The cost of Long Distance Service is \$35 for the first 180 minutes of interstate, intrastate or 1-800 service calls. This rate applies to calls made to anywhere in the continental United States, with the exception of long distance calls made to numbers within your area code. After the 180 minutes are used, the rate will be 13.2¢ per minute (a 32% volume discount from standard Freeway100 rates). Long distance rates are billed in six-second increments after the first 30 seconds. Intrastate rates vary from state to state. The cost of the 60-Minute Pre-Paid Phone Card is \$35 for 60 minutes. The cost of the Freeway100 Internet Access is \$39.95 per month for unlimited time on the Internet. The cost of the National Voice Mail System is \$29.95 per month, plus out-of-state calling charges. If I am applying to participate in the Freeway100 Long Distance Service, I certify that I have a telephone number. I realize that intrastate rates are different from interstate rates. Intrastate rates are those rates charged within a state and are regulated and set by the state and your local carrier. Intrastate rates may be higher or lower than the interstate rates available from Freeway100 and its long distance provider. I understand that I am an Independent Associate responsible for my own Business development. I am not an agent, employee or legal representative of Freeway100 or its service providers. I am further responsible for all self-employment taxes or any federal, state or local taxes that may be due as a result of my business activities.

APPLICANT AGREEMENT

By applying to be an Associate in our program, and by being accepted into the program, I agree to maintain my account with Freeway100 in accordance with the current rates quoted. If my account balance is paid late (after 10 days receipt of statement), I will pay a \$5 late charge and 1.5 percent of any outstanding balance on my account until fully paid current. In addition, I agree to pay a \$15 fee for returned check charge plus any other charges that may result from insufficient funds. In the event Freeway100 is required to seek legal action to collect my account balance, I hereby agree to pay all costs of collection and all reasonable attorney fees and court costs. I further agree that Freeway100 may offset any commissions owed against any charges incurred after this Agreement. I understand that Freeway100 or its service providers reserve the right to disconnect service for non-payment of billing charges.

I am at least 18 years of age and am capable of entering a legal, binding contract to be eligible for Freeway100 Long Distance Service, Pre-Paid Phone Card Service, National Voice Mail and/or Internet Access. I agree that Freeway100 may, from time to time with notice to me, change the compensation plan, rules and regulations for the program or policies and procedures, and if I choose to remain in the program, I agree to abide by those changes. I agree that this Agreement shall be governed by the laws of the State of Oklahoma. The parties to this Agreement agree that any claim, dispute or disagreement shall be received through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association to be held in Tulsa, Oklahoma. If any state requires such arbitration to be held in that state, the location shall be in accordance with that state's law. Any award shall be enforceable in a court of competent jurisdiction and such court may award attorney's fees and costs to the prevailing party.

I understand that to earn commissions, I am responsible for generating business for myself and Freeway100. To do this, I agree to use my best efforts to contact prospects and other Associates by phone and in person and to attend local meetings of Freeway100 representatives to learn more about the program and how to market it effectively. I understand that the Agreement, Freeway100 rules, regulations, policies and procedures, constitute the entire Agreement between the parties, and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Freeway100.

"Slamming" is the unauthorized switching of a person's long distance service and is illegal. In the event an unauthorized change is made to a person's long distance service by me, I understand that I shall be held legally responsible for any loss, damages or fines incurred by Freeway100 as a result of my actions.

I understand that I will be an Independent Associate of Freeway100. I will be billed by Freeway100, its service providers or by my local telephone company at the option of Freeway100. Freeway100 will provide Long Distance Service through its long distance provider. If, for any reason, I am dissatisfied with my service during the first 60 days of service, Freeway100 will refund the cost to me of switching my service from my previous long distance carrier upon my written request. I agree to pre-pay for my interstate, intrastate and 1-800 service either by a bank draft or credit card monthly for my 180 minutes of Long Distance Service (60 minutes if on Calling Card Only plan). I further agree to pay my bill for extra time used and any other services within 10 days of receipt of the invoice. I understand that if I decide to cancel my service, I must give my resignation in writing 30 days in advance of my service termination date.

If I am signing up for Long Distance Service, I understand that my first month's Long Distance Service will be provided in the form of a 60-minute Pre-Paid Phone Card to allow time for my account to be set up. If I am signing up for Internet Access and my application is received by Freeway100 between the 1st and the 15th of the month, I will be sent my Internet software diskettes. If I am signing up for Internet Access and my application is received by Freeway100 between the 16th and the last day of the month, I will receive my diskettes and a 60-minute Pre-Paid Phone Card, to make up for lost Internet Access time.

By taking part in the program, you will be entitled to participate as a Business Center consisting of a 3x7 matrix on receipt of a valid application by Freeway100. After referring your first person to Freeway100 and paying for your monthly service(s), you will be eligible to collect commissions on all seven levels of your Business Center. Participating in the compensation plan does not affect your Freeway100 Long Distance, Internet Access, National Voice Mail and/or Pre-Paid Phone Card rates. You may remain in the program as long as you are on the Freeway100 Long Distance Service, Internet Access, National Voice Mail and/or Pre-Paid Phone Card program.

FREEWAY100 ASSOCIATE CHANGE FORM

Freeway100 Corporate Office
6128 East 38th Street, Suite 400
Tulsa, OK 74135

Customer Service 918-632-7241
Order Entry 1-800-881-4022
Order Entry Fax 1-800-480-1149

Use this form to make changes to your address, phone numbers, payment information, monthly services, etc. Be sure to fill out your current name, address, Freeway100 I.D. #, phone number and today's date. When you are finished making the changes to your account, please sign and date this form. **CHANGES WILL NOT BE MADE WITHOUT A SIGNED, DATED FORM.** Mail or fax this form to Freeway100 on or before the 15th of the month for the changes to take effect the following month.

NAME	PHONE NUMBER
FREEWAY100 I.D. NUMBER	DATE

PERSONAL INFORMATION CHANGES

PREVIOUS NAME:	CHANGE TO NEW NAME:
PREVIOUS ADDRESS:	CHANGE TO NEW ADDRESS:
PREVIOUS FREEWAY100 I.D. #:	CHANGE TO NEW FREEWAY100 I.D. #:
PREVIOUS HOME PHONE #: ())	CHANGE TO NEW HOME PHONE #: ())
PREVIOUS WORK PHONE #: ())	CHANGE TO NEW HOME PHONE #: ())
PREVIOUS FAX #: ())	CHANGE TO NEW FAX #: ())

METHOD OF PAYMENT INFORMATION CHANGES

PREVIOUS METHOD OF PAYMENT:	CHANGE TO NEW METHOD OF PAYMENT (Include signed, voided check for Bank Draft):
<input type="checkbox"/> Credit Card, # _____ exp. _____	<input type="checkbox"/> Credit Card, # _____ exp. _____
<input type="checkbox"/> Bank Draft, # _____ Bank Name _____	<input type="checkbox"/> Bank Draft, # _____ Bank Name _____
<input type="checkbox"/> Money Order/Certified Funds	<input type="checkbox"/> Money Order/Certified Funds

PACER TO RACER FREEWAY100 MEMBERSHIP CHANGE

I wish to upgrade my Freeway100 membership from Pacer to Racer. I understand that I will be charged \$240 by the payment method indicated below.

METHOD OF PAYMENT FOR RACER MEMBERSHIP UPGRADE:

<input type="checkbox"/> Credit Card, # _____ exp. _____ Name on Card _____
<input type="checkbox"/> Bank Draft (Must have current bank draft on file with Freeway100. Please call Freeway100 Order Entry at 1-800-881-4022 to establish account.)
<input type="checkbox"/> Money Order/Certified Funds

MONTHLY SERVICE ORDER CHANGES

Please check all services you previously received, then check the services you wish to start receiving.

PREVIOUS MONTHLY SERVICE:	CHANGE TO NEW MONTHLY SERVICE:
<input type="checkbox"/> Long Distance Service	<input type="checkbox"/> Long Distance Service
<input type="checkbox"/> Unlimited Internet Service	<input type="checkbox"/> Unlimited Internet Service
<input type="checkbox"/> Pre-Paid Phone Card	<input type="checkbox"/> Pre-Paid Phone Card
<input type="checkbox"/> Other Service (Specify): _____	<input type="checkbox"/> Other Service (Specify): _____

AUTHORIZING SIGNATURE

By signing here, I authorize Freeway100 to make the changes to my account specified by me on this form.

Signed _____ Date _____



FREEWAY 100 PRODUCTS

Freeway100 wants to be your total communications company.

We offer great services, including:

- Long Distance Service
- Collectible Telecards
- National Voice Mail System* (Not a stand-alone product)
- Local & National Pagers*
- Nationwide Internet Services*

Freeway100 TELECOMMUNICATIONS SERVICES

Freeway100 offers two service lines to its Associates: Internet Access and Telecommunications. As explained in the "Compensation Plan" page, our Associates earn commissions based on the amount of sales volume generated by the Associates in their Downline.

LONG DISTANCE SERVICE

Keep in touch with family and friends, connect with other Freeway100 Associates and grow your business by using Freeway100's Long Distance Service. For only \$35, you get 180 minutes of 1+ Long Distance Service each month, which apply to all 1-800 service, interstate and intrastate calls placed from your home anytime, except for calls made to within your area code. Any extra minutes will be given a 32% volume discount (only 13.2¢ per minute flat rate, good 24 hours a day, billed in 6 second increments after the first 30 seconds).

COLLECTIBLE TELECARDS

Not all long distance calls are made from home, so Freeway100 offers you convenient, collectible Telecards. You can use the card to make long distance calls from a friend's home, from work or while traveling. Or, you can give the cards as gifts to college students, out-of-area relatives and long-lost friends. The collectible Telecards can comprise your total telecommunications purchase, or they can be combined with the Long Distance and/or Internet Service.

NATIONAL VOICE MAIL SYSTEM

Use this great tool to stay connected to your entire Freeway100 Downline! You can send messages to your organization with the push of a button and schedule meetings with your whole Downline with one phone call. It's your connection to Freeway100 leaders, giving you access to company updates, fantastic ideas for building your business, success stories and more -- from almost anywhere in North America.

LOCAL & NATIONAL PAGERS

Now people can reach you, even when you're on the go! With Freeway100's quality pagers, you'll never have to worry about missing a call.

FREEWAY 100 PRODUCTS

INTERNET SERVICES

Freeway100 has chosen NETCOM as its service provider. NETCOM provides the best connection to the Internet through nationwide high-speed access, 24-hour technical support and excellent software for use in navigating the Net. Priced at only \$39.95 per month for unlimited access, it's a great value.

Quality Connection NETCOM has one of the fastest networks in the nation. By using cutting-edge technology such as 28.8 kbps access from 247 local numbers (POPs or Points of Presence) and its reliable T-3 network, NETCOM maintains quality service day and night.

Nationwide Access Freeway100 welcomes new Associates from around the country! With 247 POPs in the U.S. and Canada, Freeway100 subscribers will be able to connect at home or on the road from almost anywhere in the U.S. by simply dialing a local number. This means that you'll have quick, reliable access to the Internet from almost anywhere in the continental U.S.!

24-Hour Technical Support NETCOM offers free, 24-hour technical support to all Freeway100 Associates, both on the Internet and by phone. When you have a question concerning your Internet connection, NETCOM'S staff of over 100 skilled technicians will be there to solve your problem, 24 hours a day, 7 days a week.

NetCruiser™ and Netscape Navigator™ Software Features Freeway100 subscribers are provided with NETCOM'S award-winning NetCruiser™ software. As a special bonus, Freeway100's software package includes Netscape Navigator™ for use in browsing the World Wide Web. Netscape Navigator™ is the most popular browser on the market, and its capabilities show why it's a hit on the web. Netscape Navigator™ allows you to get the most out of the web's graphical offerings, because it supports up-to-date programming, allowing you to see live-action video and hear real-time audio. Netscape Navigator™ is also easy to use, yet advanced enough to satisfy the most experienced Net surfer. Netscape Navigator™ updates are regularly made available through the Internet, allowing your software's capabilities to grow as the Web's offerings expand.

E-Mail Freeway100 also gives you NetCruiser's™ excellent electronic mail system. This feature allows you to exchange mail through your computer with family, friends and Associates anywhere in the world. This is an excellent way for you to keep in touch with your family, Freeway100 and your Downline.

USENET News This feature gives you access to over 10,000 newsgroups with topics ranging from gardening and hiking to music and computers. If you can think of a subject, there is probably a newsgroup that covers it! You can read and post articles using this tool.

File Transfer The Internet gives you access to thousands of software titles, many of which are free or very inexpensive, and Freeway100 makes it easy for you to download these programs to your computer. By using NetCruiser's™ standard FTP (file transfer protocol), Gopher or Netscape Navigator™, you have access to a vast library of programs that will make your time on-line and off-line more productive and more enjoyable.

Gopher Gopher allows you to search for information in many different ways by using a simple series of menu choices.

IRC Internet Relay Chat lets you interact on-line with other people connected to the same channel. By using this tool, you can chat in real-time with other NetCruiser™ users all over the world.



Graphic Image Viewer You can view color graphic images in formats such as GIF, JPEG and XBM in full photographic quality while on-line.

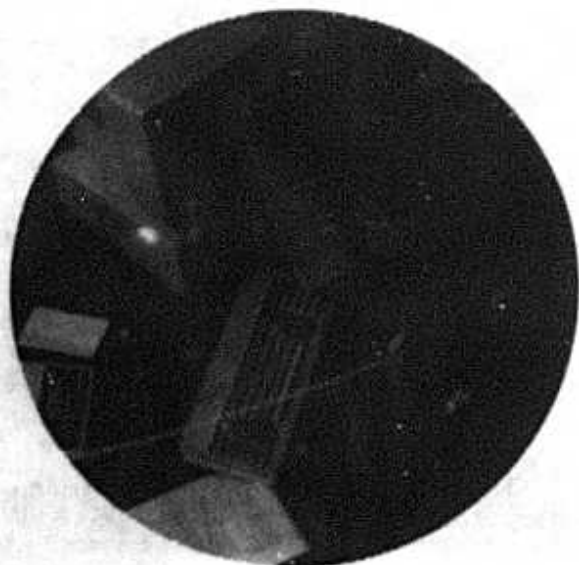
Text File View This function allows you to view ASCII files in TXT, INI and MSG formats. You can also cut, copy and paste these to other windows.

Software Updates Freeway100 is committed to providing its customers with the best and most up-to-date software available. As a Freeway100 subscriber, you'll be able to download updates to NETCOM'S NetCruiser™ software as soon as they become available.

System Requirements and Software Compatibility The NetCruiser™ software, including the Netscape Navigator™ browser, is compatible with Microsoft Windows 3.1, Windows 95, Windows NT and MS DOS 5.0. IBM-compatible users need a modem with a minimum 9600 baud rate (preferably 28,000) and a computer with at least 8 MB of RAM and 10 MB of free hard disk space. Macintosh users need a computer running System 7.1 or later, 68030 processor or higher, 7 mb free disk space, 8 mb memory and a 9600 or higher baud rate modem. Macintosh users will receive a copy of Netcomplete,™ Netcom's™ Macintosh-compatible software, which also includes Netscape Navigator.™

Freeway100 Associate Web Business Cards

Each Associate who receives Freeway100's Internet Service will also receive a free Web Business Card. Your card will contain a personal statement about Freeway100's opportunity and/or services, your contact numbers and a direct link to your e-mail address. Your card will also be listed in the Freeway100 Regional Online Associate Directory (ROAD). This directory will make it easy for Associates and new prospects to reach you.



POLICIES & PROCEDURES

INDEPENDENT ASSOCIATE AGREEMENTS

Freeway100 is a direct-selling company marketing consumer products to the customer through Independent Associates. The policies and procedures herein are applicable to all Associates of Freeway100. Freeway100 is a division of NewLife International, Inc.

This statement of policies and procedures is incorporated into the Associate Agreement and constitutes the entire agreement of the parties regarding their business relationship.

These rules are reasonably related to the laws of the state of Oklahoma and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Associate application, designated as the state of Oklahoma.

Should any portion of these Rules and Regulations, of the Associate's application and agreement or of any other instruments referred to herein or issued by Freeway100 be declared invalid by a court of competent jurisdiction, the balance of such rules, applications or instruments shall remain in full force and effect.

BECOMING AN INDEPENDENT ASSOCIATE

An Associate is one who has completed a Freeway100 application and agreement and has been accepted by Freeway100 as an Associate. Freeway100 reserves the right to accept or reject anyone as an Associate.

INDEPENDENT ASSOCIATE RIGHTS

Freeway100 Independent Associates are entitled to:

- 1) Sell Freeway100 services;
- 2) Participate in the Freeway100 Compensation Plan; and,
- 3) Refer individuals into their matrix (Downline).

There are no territorial restrictions for Associates within the United States, their territories or military bases.

LEGAL AGE

All Associates must be the age of majority in the state in which they represent Freeway100 services.

FREWAY100 IDENTIFICATION NUMBER (F.I.N.)

Upon request by the Associate, Freeway100 will issue a personal and confidential Freeway100 Identification Number (F.I.N.). F.I.N. numbers are issued by Freeway100 upon receipt, acceptance, and processing of the Associate Application

and Agreement Form. Associates must request the SSN/FIN Privacy Request Application from Freeway100 Customer Service, and then complete and mail the original signed application to the home office. Faxed applications are accepted. Associates will be notified by Freeway100 of their F.I.N. number following the receipt and processing of the application. The F.I.N. number is required when making inquiries to Freeway100.

INDEPENDENT ASSOCIATE STATUS

Associates are Independent representatives of Freeway100 and are not to be considered purchasers of a franchise or an Associateship. The agreement between Freeway100 and its Associates does not create an employer/employee relationship, agency, partnership or joint venture between Freeway100 and the Associates. Each Associate shall hold harmless Freeway100 from any and all claims, damages or liabilities, including legal fees arising from Associate's business practices. Freeway100 Associates have no authority to bind Freeway100 to any obligation. Each Associate is encouraged to set up his/her own hours and to determine his/her own methods of sale, while he/she complies with the policies and procedures of Freeway100.

CONFIDENTIALITY AGREEMENT

Genealogical information, including Downline sales organization information, is proprietary and confidential to Freeway100 and, at Freeway100's discretion may be forwarded at a nominal cost to Associates in strict and complete confidence to help them manage their Freeway100 Downline sales organization and for no other purpose.

Every Independent Associate who is provided with such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his/her Downline sales organization. Without limiting the generality of the foregoing, no such information may be used in cross-referring or with the intent to entice Freeway100 Independent Associates into other direct selling or multi-level marketing organizations. Any violation of this policy by a Freeway100 Independent Associate will result in the immediate suspension and/or termination of the offending Independent Associateship. Furthermore, the offending Independent Associate could be subject to legal action for injunctive relief and/or damages including punitive damages.

INDEMNITY AGREEMENT

In the conduct of its business, the Associate shall safeguard and promote the reputation of the products of Freeway100. Associate shall not market Freeway100 products inconsistently with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

WAIVER

Freeway100 never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of Freeway100 who is authorized to bind Freeway100 in contracts or agreements specifies in writing that Freeway100 waives any of these provisions. In addition, any time Freeway100 gives permission for a breach of the rules, that permission does not extend to future breaches. This provision deals with the concept of "waiver," and the parties agree that Freeway100 does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

OPERATING UNDER A BUSINESS NAME

A partnership or corporation may be an Associate.

CHANGES TO THE INDEPENDENT ASSOCIATESHIP

An Associateship may change status from individual to partnership or corporation, or from partnership to corporation, with proper and complete documentation. To form a new Associateship as a partnership or corporation or to change status to one of these forms of business, you must contact Customer Service and request the "Associate Change Form." This form must be submitted detailing all partners, stockholders, officers or directors in the partnership or corporation. The partner or officer who submits the form must be authorized to enter into binding contracts on behalf of the partnership or corporation.

Freeway/100 reserves the right to approve or disapprove Associate's change of business names, formation of partnerships, corporations and trusts for tax, estate planning, and limited liability purposes. If Freeway/100 approves such a change by an Associate, the organization's name and the names of the principals of the organization must appear on the Associate application agreement along with a social security number or federal identification number. Changes of address must be submitted in writing.

SUCCESSION

Upon the death or incapacity of the Associate, his or her rights to commissions and marketing position, together with Associate responsibilities, shall pass to his or her successors in interest upon written application. The successor Associate must fulfill all responsibilities of the Associate.

SALE OF AN INDEPENDENT ASSOCIATESHIP

An Associate may not sell, assign or otherwise transfer his or her Associateship, marketing position or other Associate rights without written application and approval by Freeway/100. If the sale is approved, the potential buyer must have been a Freeway/100 Associate for at least one year prior to the sale. The Associateship must be offered in writing first to the Associate's Sponsor. If the Sponsor declines the offer, the Associate may offer the Associateship for sale to other qualified Freeway/100 Associates, but only on the same terms and conditions as offered to the Sponsor. An Associate who sells his or her Associateship shall not be eligible to requalify as an Associate for a period of at least six months after the sale. Freeway/100 reserves the right to review the sale agreement and to verify waiver from the Upline Sponsor. In the event the Upline Sponsor declines to purchase the Associateship.

ANNUAL RENEWAL

Every Independent Associate must renew their Associateship on an annual basis, coinciding with their original application acceptance date. The cost of renewing the Associateship is \$25. If an Associate fails or elects not to renew his/her Associate Agreement, all rights to commissions, matrix position and wholesale purchases cease. The terminated Associate's sales organization shall be transferred to his/her sponsor.

TAXATION

All Associates are responsible for paying local, city, state and federal taxes due on earnings from commissions or any other earnings generated as a seller of Freeway/100 services.

Each Associate shall comply with all city, state and federal taxes and regulations governing the sale of Freeway/100 services.

Every year, Freeway/100 provides an IRS Form 1099 MISC Non-employee Compensation earnings statement to each U.S. resident who falls into the following categories:

- 1) Registered as an individual on the Independent Associateship (and not a corporation or limited partnership) and;
- 2) Earned over \$600 in the previous calendar year

VOLUNTARY RESIGNATION

The Independent Associate agreement may be voluntarily cancelled at any time and for any reason by an Associate notifying Freeway/100 in writing of the election to cancel. This letter must be signed by all parties listed on the Independent Associateship. An Associate who resigns by written notice may immediately requalify as an Independent Associate under the original sponsor or may requalify under a new sponsor after a six month waiting period from the date of resignation. In both cases, the Independent Associate must purchase a Quick Start to Success Associate Handbook and send in a duly completed application and agreement form.

SUSPENSION AND TERMINATION

Freeway/100 reserves the right to suspend and/or terminate an Associate at any time with or without cause when it is determined that the Independent Associate has violated the provisions of the Independent Associate agreement, including the provisions of these policies and procedures as they may be amended, or provision of applicable law and standards of fair dealing. Such involuntary suspension and/or termination shall be made by Freeway/100 at its sole discretion. Upon an involuntary suspension and/or termination, Freeway/100 shall notify the Associate by mail at the latest address listed with Freeway/100 for the Associate. In the event of a suspension and/or termination, the suspended and/or terminated Associate agrees to immediately cease representing him/herself as an Associate.

When a decision is made to suspend and/or terminate an Associateship, Freeway/100 will inform the Associate in writing that the Associateship is suspended and/or terminated immediately, effective as of the date of the written notification. The suspension and/or termination notice will be sent by certified mail to the Associate's address on file with Freeway/100.

The Associate will have 15 days from the date of mailing the certified letter in which to appeal the suspension and/or termination in writing. The Associate's appeal correspondence must be received by Freeway/100 within 30 days of Freeway/100's suspension and/or termination letter. If the appeal is not received within the 30-day period, the suspension and/or termination will be automatically deemed final.

If the Associate files a timely appeal of suspension and/or termination, Freeway/100 will review and reconsider the suspension and/or termination, consider any other appropriate action, and notify the Associate of its decision. The decision of Freeway/100 will be final and subject to no further review. In the event the suspension and/or termination is not rescinded, the suspension and/or termination will be effective as of the date of Freeway/100's original suspension and/or termination notice. In the case of termination, no future application for Independent Associateship with Freeway/100 will be accepted from the terminated Independent Associate.

AMENDMENTS

Freeway/100 expressly reserves the right to alter or amend prices, Rules and Regulations, Policies and Procedures, service availability and compensation plan. Upon notification by mailing to the most recent address listed by the Associate in the records of Freeway/100, such amendments are automatically incorporated as part of the agreement between Freeway/100 and the Associate. Associates will be given ten days' notice of any material amendments.

ADMINISTRATIVE FEES

Group genealogy printout	\$5.00
Group labels	\$ 05/label
Weekly check processing fee	\$2.00/check
Monthly maintenance fee	\$2.00

FORMS AVAILABLE UPON REQUEST

The following forms are available upon request by contacting Freeway/100 Customer Service at 918-632-7241:

- 1) Associate Change Form;
- 2) SSV/FTN Franchise Request Application;
- 3) Sponsorship Transfer, and;
- 4) Freeway/100 Associate Application and Agreement.

These forms may be received by mail or fax from Freeway/100. However, completed and signed originals must be returned to the home office via regular mail or express delivery service in order to process applicable requests.

REFERRING POLICIES

RIGHT TO REFER

All Associates have the right to refer others to Freeway/100. In addition, every person has the ultimate right to choose his/her own sponsor. If two Associates should claim to be the sponsors of the same new Associate, Freeway/100 shall regard the first application received by the corporate home office as controlling.

As a general rule, it is good practice to give sponsorship of an individual to the first Associate who meaningfully works with the prospective Associate. Their levels of common sense and consideration should govern.

There is no "secret" involved in Freeway/100 or in any business. Those who personally refer Associates but who do not help new Associates develop their businesses to meet with limited success. Therefore, the major responsibility of sponsorship is to work with new Associates, help them learn the business and encourage them during the extremely critical early months.

SPONSOR RESPONSIBILITIES

Associates must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include (but are not limited to) newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Freeway/100 training and starting, providing information with those sponsored Associates should be able to provide evidence to Freeway/100 semi-annually of ongoing fulfillment of sponsor responsibilities.

FREEWAY/100 QUICK START TO SUCCESS HANDBOOK

It is the responsibility of the Independent Associate to read, understand and adhere to all of the policies and procedures in the Freeway/100 Quick Start to Success Handbook.

TRANSFER OF SPONSORSHIP

Transfer is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization.

Transfers will generally be approved in only three circumstances:

- 1) In the case of unethical referring by the original sponsor. In such cases, Freeway/100 will be the final authority;
- 2) With the written approval of the immediate six upline sponsor; or
- 3) Resigning from Freeway/100 entirely and waiting six months from the written resignation received by Freeway/100 to reapply under the new sponsor.

In cases of unethical referring, the individual may be transferred with any Downline Associates being removed from the original line of sponsorship.

All transfers of sponsorship are subject to final approval by Freeway/100 and are effective solely upon confirmation by Freeway/100. A \$25 fee will be charged per request for transfer of sponsorship.

CROSS-SELLING AND CROSS-REFERRING

Associates shall not sell to other Freeway/100 Associates, other than personally-related Associates, non-company services or in any way promote to such Freeway/100

Associates opportunities in referring programs of other companies. Such advisable permission to designate personally referred Associates may not take place on the occasion or at the place designated for or associated with a Freeway/100 business opportunity meeting or other company-related activity.

ASSOCIATE SOLICITATION

Freeway/100 strictly prohibits the solicitation or cross-sponsoring of Associates, spouses of Associates or businesses owned by an Associate, into another line of sponsorship. If the spouse or business of an Associate joins the Freeway/100 program, that spouse or business must enter in under the original spouse's Business Center. Freeway/100 strictly prohibits Associates from cross-recruiting the spouse or business of an existing Associate into another line of sponsorship. In such cases of unethical sponsoring, the individual will be transferred, along with his or her Downline, into the next available spot under the original spouse or business.

REFERRAL POLICY

It is Freeway/100's policy to encourage prospects to contact the Independent Associate who first introduced them to Freeway/100.

If a prospect does not have an Independent Associate contact, Freeway/100 will provide them with an active Independent Associate who meets the following criteria:

- 1) Has been qualified for monthly Residual Commissions for the last three months and has received a Residual Commission check;
- 2) Case physical proximity to the prospect; and
- 3) Demonstrates strong leadership qualities, as evidenced by his/her participation in training and events.

If several Independent Associates qualify under the above-stated requirements, the referrals will be made on a rotational basis.

PROVIDING LEADS

Periodically, Freeway/100 may run lead-generating advertising. These leads will be made available for a fee to its Independent Associate force. The same requirements found in the "referral policy" will apply to these leads. Contact Freeway/100 Customer Service for information.

1-800 SPONSORSHIP PROGRAM

With this program, Freeway/100 Associates can provide a prospect with their Freeway/100 Identification Number (F.I.N.) along with the Freeway/100 Order Entry telephone number (1-800-881-49122) to allow the prospect to sign up by telephone. Prospect must have a sales volume of at least \$55 at the time of telephone sign up.

The new prospect must fill out and return a New Associate Application and Agreement Form to the Freeway/100 International home office before any commissions will be paid.

ADVERTISING AND PROMOTIONAL GUIDELINES

TRADEMARKS, TRADE NAMES, COPYRIGHT MATERIALS, ADVERTISING

The name Freeway/100 and other names as may be adopted by Freeway/100 are proprietary trade names and trademarks of Freeway/100. As such, these marks are of great value to Freeway/100 and are supplied to Associates for Associate's use only in an expressly authorized manner. Associate agrees not to advertise Freeway/100 product in any way other than the advertising or promotional materials made available to Associate by Freeway/100. Associate agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or Freeway/100 marketing program, or in any other

anner, any material which has not been copy and supplied by Freeway100, unless such material has been submitted to Freeway100 and approved in writing by Freeway100 before being disseminated, published or displayed.

The Associate, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product and marketing program which are not expressly contained in writing in the current Associate agreement, and advertising or promotional materials supplied directly by Freeway100. Associate agrees to indemnify Freeway100 and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by Freeway100 as a result of Associate's unauthorized representations.

Freeway100 will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.

Freeway100 Associates shall not advertise Freeway100 products and/or marketing plans except as specifically approved by Freeway100. Freeway100 Associates agree to make no false or fraudulent representations about Freeway100, the products, the Freeway100 compensation plan or income potentials.

MEDIA INQUIRIES

Any inquiries by the media are to be referred immediately to Freeway100. This policy is to assure accuracy and a consistent public image.

BLIND ADS

All advertising copy, direct mailing, radio, TV, newspaper and display copy must be approved in writing before being disseminated, published or displayed, with the exception of blind ads where no reference is made to the Freeway100 name or product name.

DISPLAY ADS

Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to Freeway100 and approved in writing by Freeway100 prior to publications.

AUDIO AND VIDEO RECORDINGS

All Freeway100 materials, whether printed, on film or produced by sound recording, are copyrighted and may not be reproduced in whole or in part by Associates or any other person except as authorized by Freeway100. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, an Associate should not anticipate that approval will be granted. Freeway100 Associates may not produce, use or distribute any information relative to the contents, characteristics or properties of any Freeway100 product which has not been provided directly by Freeway100. This prohibition includes, but is not limited to, print, audio or video media.

A Freeway100 Associate may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by Freeway100 for its Associates. Nor may an Associate purchase, sell or distribute non-company materials which imply or suggest that said materials originate from Freeway100.

REPRESENTATIONS OF STATUS

In all cases, any reference the Associate makes to him/herself must clearly set forth the Associate's Independent status. For example, if the Associate has a business telephone, the telephone may not be listed under Freeway100's name or in any other manner which does not disclose the Independent contractor status of the Associate.

TELEPHONE DIRECTORY LISTINGS: WHITE PAGES

Independent Associates may list themselves in the White Pages under "Freeway100 International, Inc." provided that the words "Independent Associate" immediately precede their name and/or telephone number. The following are acceptable listings:

Freeway100 International, Inc. Independent Associate
Doe, John 555-6482, 987 Right Street

or

Independent Associate • Doe, John
Freeway100 International, Inc. • 987 Right Street, 555-6482

An Independent Associate is also permitted to place a pre-approved Freeway100 advertisement in the yellow pages, at the Independent Associate's expense.

Freeway100 suggests that these advertisements be placed in the Long Distance Service Companies or Computer Networking sections of the Directory.

TELEPHONE SOLICITATION

The use of Freeway100's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Associates or retail customers. The use of these methods in ways that are legal and are the equivalent of the "blind ads" alluded to above cannot be regulated by Freeway100.

TELEPHONE GREETINGS

Freeway100 prohibits Independent Associates from answering the telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of Freeway100.

For example, an Independent Associate may answer his business calls by saying: "Freeway100 Independent Associate, John Doe speaking. How may I help you?" An Independent Associate shall not answer the telephone, nor have answering machine greetings stating "Freeway100" without the stipulation that the caller has contacted an Independent Associate.

TRADE SHOWS AND EXPOSITIONS

Independent Associates are encouraged to display and/or sell Freeway100 products at trade shows and expositions. Before submitting a deposit for an event, Independent Associates must contact the home office in writing for conditional approval to proceed, as Freeway100 grants permission for only one Independent Associateship per event. Approval will be granted to the first Independent Associate who submits an official advertisement of the event. Such approval is given with the understanding that the Independent Associate will be exclusively representing Freeway100 products and the opportunity. All company-approved literature displayed at the event must clearly identify the individual(s) as Freeway100 Independent Associate(s). Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the home office.

Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the image Freeway100 wishes to portray.

INCOME REPRESENTATIONS

No false or misleading income projections may be made to prospective Associates. In their enthusiasm, Associates are occasionally tempted to represent hypothetical income figures based upon the inherent power of network

marketing as actual income projections. This is counterproductive, since new Associates may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. Freeway100 believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

Furthermore, displaying commission checks or copies of commission checks is prohibited. The financial success of an Independent Associate depends entirely upon their individual effort, location, dedication and the time they devote to their Freeway100 business.

REPRESENTATIONS OF GOVERNMENTAL ENDORSEMENT

Associates may not represent that Freeway100's program has been approved or endorsed by any governmental agency.

COMPENSATION PLAN

The innovative Freeway100 Compensation Plan is designed to reward Associates who use commissionable services. Independent Associates are not compensated for the act of referring; rather, it is through the sale of commissionable services that Independent Associates are rewarded for their efforts. To be eligible for monthly Residual Commissions and weekly Quick Start Commissions, the Associate must comply with management responsibilities as outlined herein.

YOUR MAIN SOURCE OF INCOME

MONTHLY RESIDUAL COMMISSION

As a qualified Associate, you are eligible to receive monthly Residual Commissions based on percentages of the monthly product re-orders of your Downline. These percentages are: 10% of your Downline's monthly sales volume on the first, second and third levels, 5% of your Downline's monthly sales volume on the fourth, fifth and sixth levels and 15% of your Downline's monthly sales volumes on the seventh level. The monthly Residual Commissions represent the greatest earning potential for Freeway100 Associates. Residual Commission checks will be mailed on the 15th of the month. If the 15th falls on a weekend or holiday, the checks will be mailed on the next business day.

BECOMING A FREEWAY100 ASSOCIATE

Once Freeway100 receives, accepts and processes an Associate Application and Agreement form, that individual automatically earns Associate status and all of the advantages that go along with it.

MEMBERSHIP OPTIONS

Freeway100 offers two membership options: Pacer and Racer.

PACER

The Pacer option has no start-up fee; you simply start paying for the monthly service or services you choose to receive. As an active Pacer, as soon as you refer your first person into Freeway100, you qualify to receive all seven levels of monthly Residual Commissions. You also receive Quick Start Commissions of \$20 paid on the initial order of each service chosen by those you refer into the company, up to \$40 per person!

Although you are not required to do so, you may switch from Pacer to Racer at any time. Just pay for your \$240 Business Builder Starter Kit, and you'll be eligible for the full range of Quick Start Commissions and training!

RACER

The Racer option requires a one-time purchase of a \$240 Business Builder Starter Kit, which includes your first month's Internet service and/or Pre-Paid Phone Card, as well as your Business Builder Starter Kit. As an active Racer, as soon as you refer your first person into Freeway100, you qualify to receive all seven levels of monthly Residual Commissions.

Quick Start Commissions are the real bonus of being a Racer! For every Racer you refer to Freeway100, you receive a \$100 Quick Start Commission paid on the initial one-time \$240 order of each Racer who selects a service. Also, after referring your first person into Freeway100, you qualify to receive Quick Start Commissions on all seven levels of your Business Center. This means that whenever a Racer in your Business Center refers another Racer who chooses a service into Freeway100 you'll receive a Quick Start Commission based on the referring Racer's position in your Downline.

ASSOCIATE ADVANTAGES

Qualified Independent Associates are eligible to earn monthly Residual Commissions, Quick Start Commissions and can refer other Associates into their network organization. Individual Associate's level of compensation is determined by the volume of his or her Downline.

COMMISSIONS AND INCENTIVES

THE FREEWAY100 BUSINESS CENTER

A "Business Center" is composed of seven levels of Associates with three Associates on the first level, nine Associates on the second level, 27 Associates on the third level, 81 Associates on the fourth level, 243 Associates on the fifth level, 729 Associates on the sixth level and 2,187 Associates on the seventh level.

QUALIFYING FOR COMMISSIONS

To qualify for all seven levels of monthly Residual Commissions and weekly Quick Start Commissions, you must have joined the company at Racer level, have a Personal Sales Volume of at least \$35 per month and have personally referred at least one person into Freeway100. Pacers qualify for all seven levels of monthly Residual Commissions after referring one person to Freeway100, but only collect on the first level of Quick Start Commissions (\$20 per service chosen by Pacers or Racers they refer, up to \$40 per person).

MONTHLY RESIDUAL COMMISSIONS

Qualified Associates at Racer and Pacer level will receive monthly Residual Commissions based on the service purchases of Associates in their Downline.

QUICK START COMMISSIONS

Qualified Associates at Racer level will receive \$100 Quick Start Commissions paid weekly on every personally referred Racer's initial order, as well as seven levels of Quick Start Commissions, paid on the initial orders of Racers in the Associate's Downline. Qualified Associates at Pacer level will receive a \$20 Quick Start Commission on each service chosen (up to \$40 per person) on every referred Racer's or Pacer's initial order. No other commission will be paid on a new Associate's initial order.

COMPRESSION MAXIMIZER

This compression provision helps maximize your commissions. If any Associate in your Business Center is inactive (does not have a Personal Sales Volume of at least \$35) during any given month, Freeway100's computer will compress the

volume below the inactive Associate into the vacant slot for monthly commission calculations, thereby paying out maximum commissions.

ORDERING METHODS

A minimum of \$35 sales volume is required whenever an Independent Associate orders commissionable products or services directly from Freeway100.

All orders must be received at the home office on or before the close of the last business day of each calendar month in order to be considered part of that month's volume. Orders are processed the day they are received at the home office and the volume credit of commissionable product will count for the month in which the order is received.

It is the responsibility of the Independent Associate to call Customer Service to confirm payment of their order.

MAIL AND FAX ORDERS

Independent Associates may also place orders by mail or fax by sending a duly completed product and/or sales aid order form to the home office, along with their preferred method of payment in full. Mail orders may be paid by Visa, MasterCard, Discover, pre-approved bank draft, money order, or certified/cashier's check. Fax orders may be paid by Visa, MasterCard, Discover, or pre-approved bank draft.

TELEPHONE ORDERS

Independent Associates may place orders by calling our toll-free number (1-800-881-4022) Monday through Friday from 9 a.m. to 5 p.m., Central Standard Time.

Telephone orders may only be paid by Visa, MasterCard, Discover or pre-approved bank draft.

FREWAY100 MONTHLY RE-ORDER

The Monthly Re-order contract will remain in effect until the Independent Associate cancels the agreement.

Monthly service orders must total a minimum of \$35. Monthly Re-order applications, changes and cancellations must be made in writing at least 30 days prior to the first of each month in order to be effective for the following month. Applications, cancellations and changes received after this date will be processed for the following month.

Applications, changes and cancellations must be mailed to: Customer Service, Freeway100 International, Inc., P.O. Box 700867, Tulsa, OK 74170-1080; or faxed to: 1-800-480-1149.

Payment is automatically deducted from an authorized Visa, MasterCard, Discover or pre-approved bank draft. Your account will be debited on the last business day of the month.

PRICE CHANGES

The price of all Freeway100 products and sales aids is subject to change without prior notice.

Freeway100 Business Tools

Corporate Voice Mail

The Voice Mail Service is free to all Freeway100 Associates. By using the Corporate Voice Mail System, you'll receive valuable daily motivational messages from Eli Masso, founder of Freeway100. You'll also be kept up-to-date on company info, important corporate-sponsored events and more. You can even send messages to your Downline! It's free, so what are you waiting for? Call 1-918-632-7143 now. Use the chart on this page to navigate through the easy-to-use system.

Fax On Demand

Freeway100's Fax On Demand system is one of the best ways to get company information — from the convenience of your own fax machine. Currently offered on the Fax On Demand system: Freeway100 Company Information, the Freeway100 Associate Application & Agreement, the National Voice Mail Application and much more! And, this great service is free of charge to Freeway100 Associates! Call 1-918-632-7252 to use this valuable service.

Flip Charts

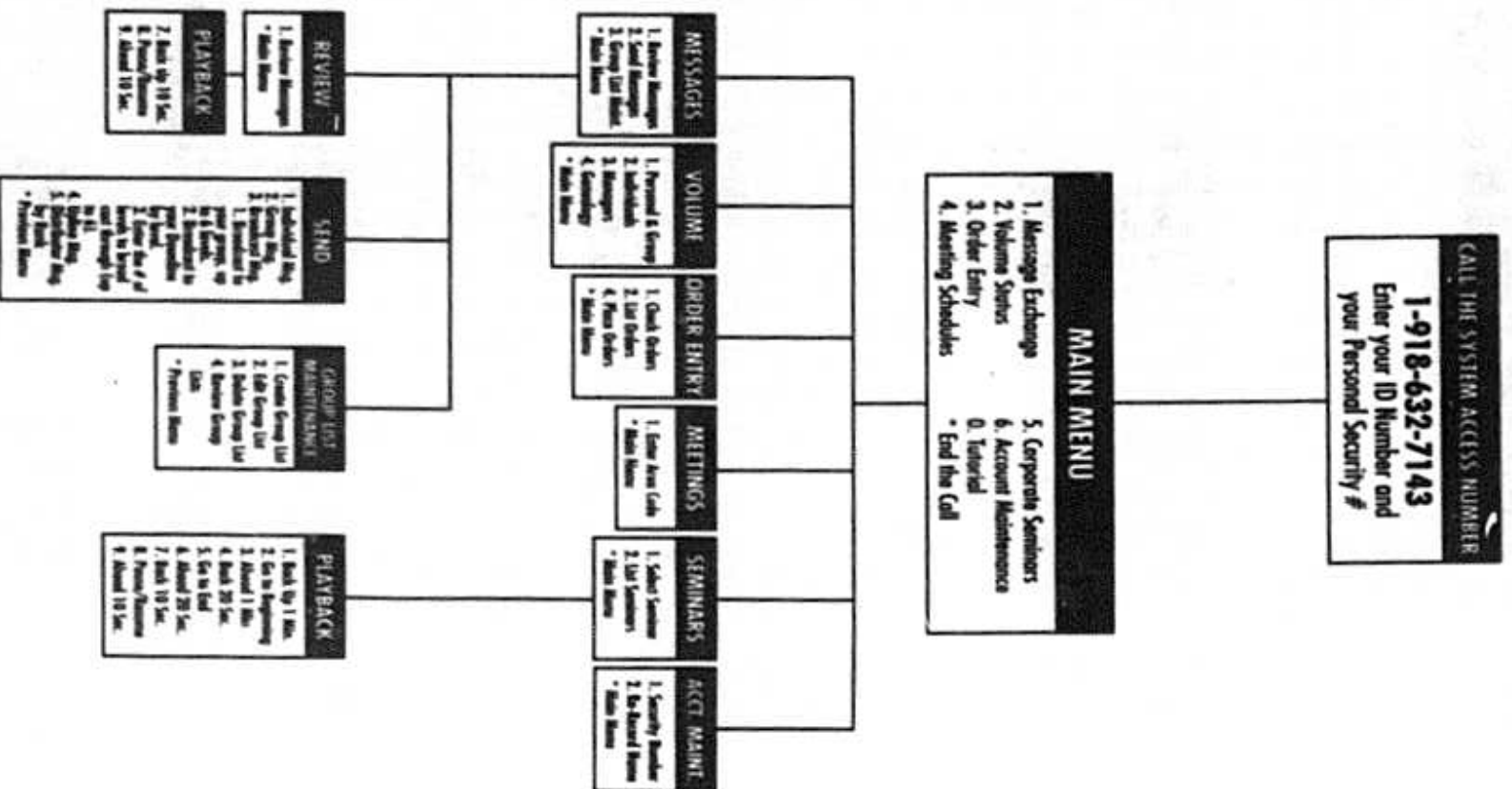
Give professional-quality meetings wherever you go with these color flip charts, available in a full-color desktop model (8.5 in. x 11 in., \$15) for one-on-one presentations and a two-color full-size model (2 ft. x 3 ft., \$75) for group presentations. Includes full descriptions of Freeway100's compensation plan, membership options and more. To order, call Freeway100 Order Entry at 1-800-881-4022 and specify stock #FW2007 for the desktop flip chart and stock #FW2008 for the large flip chart.

Slide Presentation

Show off Freeway100 with these brand-new full-color slides. They're great for introducing people to Freeway100. The cost is \$20 for each set of slides, which includes a detailed script of the presentation. Call Freeway100 Order Entry at 1-800-881-4022 and specify stock #FW2004.

Corporate Video

This high-quality video is a great way to share Freeway100 with potential Associates! Featuring a detailed explanation of the compensation plan, testimonials from Freeway100 Associates and more, this video will do wonders for the growth of your business. Cost for this video is \$5. To order, call Freeway100 Order Entry at 1-800-881-4022 and specify stock #FW2006.



Total Commissions for Each Cycle One Rotation After Your First Rotation: **\$500**

You purchase a 180-minute telecard for \$100

Your organization generates 12 sales, you earn \$100

Your organization generates 50 sales, you earn \$500

You re-purchase one 60-minute collectible telecard from your commissions for \$100 and re-enter Cycle One.

Freeway100 is set to burst onto the scene in one of the fastest growing segments of the telecommunications industry: Pre-Paid Telecards! This new product, supported by the dynamic Binary compensation system, is creating incredible excitement. This Binary program can provide you with immediate cash flow and significant income potential for a small \$100 purchase. Sales commissions are paid when your Downline organization generates 12 sales as well as when your organization generates 50 sales. These sales can either be to new Associates or to Associates already in your Downline.

The Binary compensation system is designed to supplement the already exciting Freeway100 matrix compensation plan by producing larger and more rapid commission payouts. By purchasing collectible telecards under the Binary system, you can grow your business more quickly and add income to the already lucrative matrix compensation plan. When combined, these two compensation plans can produce both immediate cash income and long-term, residual income. Although Associates can choose to participate in either the original Freeway100 plan or the new Binary system, why choose one or the other? These plans are designed to complement each other to make it easier than ever for your dreams of success to come true!

Here's how this incredible program works!

1. Purchase one of Freeway100's beautiful, full-color 180 minute "America" Pre-Paid Telecards for \$100.
2. Simply refer two people into the Freeway100 Binary™ plan who purchase one card each. That's it! You're now fully qualified to start collecting commissions by progressing through Cycle One! The graphic above shows you how Cycle One works.

After only twelve sales are generated in your Business Center (made by you and your Downline, with at least one-third of the sales in one leg, you receive a check for \$100, which covers your initial investment in the plan! Everything you earn from now on is pure profit!

After 50 total sales are generated in your Business Center in the manner described above, you earn a \$500 commission. Of this \$500, \$100 is deducted for one 60-minute Collectible Telecard. When you purchase this card, you re-enter Cycle One. On each additional rotation through Cycle One, you will earn \$100 for your first 12 sales and \$500 for a total of 50 sales. Again, \$100 will be deducted from your \$500 commission and you'll receive another 60-minute Collectible Telecard, making your net commission \$500 for each time you complete Cycle One. You can go through Cycle One over and over again by deducting \$100 from your commissions each time you enter, earning up to the maximum Cycle One commission of \$500 per day! Your only out-of-pocket cost is your initial purchase!

These figures are not income representations. Actual income is determined by the activity of the individual Associate.

You purchase five 60-minute collectible telecards for \$300 (One-time deduction from Cycle One Commission)

Your organization generates 12 sales, you earn \$500

Your organization generates 50 sales, you earn \$2,000

You re-purchase five 60-minute collectible telecards for \$300 from your commissions and re-enter Cycle Two.

Total Commissions for Each Cycle Two Rotation After the 1st Rotation: \$2,200

You enter Cycle Two by purchasing five 60-minute Collectible Telecards for \$300. This initial purchase is deducted from your \$500 Cycle One commission. Cycle Two works exactly like Cycle One, and the rewards are even greater! After 12 Associates follow you from Cycle One into Cycle Two, you earn a commission of \$500. When 50 Associates follow you into Cycle Two, you earn a commission of \$2,000. And, just as in Cycle One, you automatically re-enter Cycle Two with another purchase of five 60-minute Collectible Telecards for \$300, which is deducted from your commissions. Once again, you may rotate through Cycle Two daily by deducting \$300 from your commissions each time you re-enter, earning up to the maximum Cycle Two commission of \$2,200 per day!

CYCLE THREE: THE WINNERS' CIRCLE!

\$1,000

Purchase

(Deducted from your Cycle Two Commission)

12

Sales

50

Sales

Telecard Application

Freeway100 Application for Participation



MAIL OR FAX THIS APPLICATION TO:
Freeway100
 6128 E. 38th St., Suite 400, Edin, OK 74135
 Order Entry 1-800-881-4022
 Order Entry Fax 1-800-480-1149
 Customer Service 1-918-632-7241

PLEASE PRINT CLEARLY

APPLICANT INFORMATION

FULL NAME (FIRST, MIDDLE, LAST)

SOCIAL SECURITY #

STREET ADDRESS OR P. O. BOX NUMBER

CITY

STATE

ZIP CODE

HOME PHONE

WORK PHONE

FAX

PLEASE PRINT CLEARLY

SPONSOR/PLACEMENT INFORMATION

FULL NAME (FIRST, MIDDLE, LAST)

FREEWAY100 PLACEMENT L.B.#

STREET ADDRESS OR P. O. BOX NUMBER

CITY

STATE

ZIP CODE

HOME PHONE

WORK PHONE

FAX

CONTACT PERSON

If there is a question regarding this Application, whom should the Freeway100 Corporate Office call?

Name _____

Phone _____

ORDER INFORMATION

Please complete this portion. **INCOMPLETE DOCUMENTS CANNOT BE PROCESSED.**

Do you wish to participate in the Automatic Product Reorder Program in Levels 1, 2 and 3?

Yes No

QUICK DELIVERY OPTION - The Quick Delivery Option authorizes Freeway100 to withhold \$15 from any compensation you receive so that your check can be sent to you by overnight mail (maximum one fee for each mailing).

CANCELLATION RIGHT WAIVER - I hereby waive my right to a three-day cancellation so that Freeway100 may process my order immediately. If the "Cancellation Waiver" checkbox is NOT checked, you may cancel this transaction without penalty or obligation no later than midnight of the third business day subsequent to the day of this order. To cancel this order, you may send or deliver a signed and dated written notice to Freeway100 at the above address.

SERVICE PARTICIPATION

I already subscribe to the following Freeway100 service(s):
 (Such as Internet, Long Distance, etc.)

I am sending my Freeway100 Associate Application & Monthly Reorder Authorization with this Telecard Application for the following Freeway100 service(s):

(Minimum of one service suggested.)

AUTOMATIC PAYMENT OPTION

Please deduct any monthly service fees from my Telecard commissions earned.

PLEASE SHIP ME:

- Charger Package: One Telecard (180 minutes) \$100.00
 Turbo Charger Package: Three Telecards (540 minutes) \$300.00
 Super Charger Package: Seven Telecards* (1,260 minutes) \$700.00
 Business Builder Kit (Non-commissionable sales aid) \$25.00 (Includes shipping)

*Not available in South Dakota, Michigan and Florida.

PAYMENT INFORMATION

Order Subtotal: \$ _____

Application Processing Fee (\$5.00 per Business Center): \$ _____

Total Amount Enclosed: \$ _____

METHOD OF PAYMENT: (Note: Orders will be returned if credit card balance is insufficient)

Credit Card: Visa Mastercard Discover Money Order or Cashier's Check

Name of Card Holder

Signature of Card Holder

Credit Card Number

Exp. Date

AUTHORIZING SIGNATURE

I hereby apply to participate in the Freeway100 Telecard Program. By signing below, I certify that I have carefully read, understand and accept all terms and conditions listed on the back of this agreement.

Applicant Signature

Date

©Freeway100, Rev. 8/96, Rev. 1

Freeway100 Telecard Program Terms & Conditions

1. I certify that I am 18 years of age or of legal age in the jurisdiction in which I enter this Agreement.
2. Associate acknowledges company policy of allowing only up to seven Business Centers in each immediate family and within the same Downline. Cross-sponsoring is prohibited and may result in Associate's immediate dismissal.
3. I shall become a participant in the Freeway100 Telecard Program as an independent contractor upon acceptance of this application by Freeway100. I shall have the right to sell the telecards offered by Freeway100 in accordance with the marketing program and policies and procedures, which may be amended from time to time. Amendments are made by announcements in company publications and/or meetings.
4. I have carefully reviewed the Freeway100 marketing plan and policies and procedures, and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by Freeway100.
5. An Associate shall be entitled to cancel participation in the Freeway100 Telecard Program for any reason within 30 days after the date of this application upon written notice to Freeway100. The term of this Agreement is one year. Freeway100 Associates who participate in the Freeway100 Telecard Program must renew annually. The annual renewal fee of \$100 per Associate is fully commissionable within the binary compensation plan and must be paid on or before the anniversary date of this Agreement. A thirty day renewal grace period may be extended at Freeway100's option.
6. Upon acceptance of this application by Freeway100, I will be an independent contractor, responsible for my own business and not an employee of Freeway100. I will not be treated as employee with regard to any state or federal laws covering employees, including but not limited to the Federal Insurance Contributions Act, Workmen's Compensation, Income Tax withholding at source or any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use the Freeway100 trade names and/or trademarks except in sales materials or in other advertising provided to me by Freeway100. Furthermore, only literature produced or otherwise authorized by Freeway100 may be used. Any use of unauthorized literature is strictly prohibited and is grounds for termination. Prior written approval from Freeway100 is required for the following:
 - A. Advertising Freeway100 products;
 - B. Using or producing any literature other than Freeway100-produced literature relating to the products, company or marketing plan.
8. Any Associate who refers other Associates into Freeway100 must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those referred. Each Associate must maintain ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to, written correspondence, personal meetings, telephone contacts, voice mail, electronic mail, training sessions and accompanying individuals to company training. Associates must provide evidence to Freeway100, at its request, of ongoing fulfillment of supervisory responsibilities.
9. Associate acknowledges that he or she is a wholly independent marketing representative who establishes and services retail customers for Freeway100 products as an independent contractor. The position of Associate does not constitute either a sale of a franchise or of a distributorship. Absolutely no fees have been or will be required from the Associate for the right to distribute Freeway100 products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any Associate, Sponsor, and/or Freeway100. AS AN ASSOCIATE, the Associate shall:
 - A. Abide by any federal, state, county, or local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt holding, selling, distributing or advertising of company products.
 - B. At the Associate's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing or advertising of Freeway100 products.
 - C. Be solely responsible for declaration and payment of all local, state and federal taxes as they accrue because of the Associate's activities in connection with this Agreement.
10. If Associate has purchased Freeway100 products and/or sales materials and is in default on payments, Freeway100 shall be entitled to deduct amounts due from commissions due. In addition, default on payments due for elective purchases from Freeway100 shall be grounds for termination of Associate and/or such legal actions as the company deems appropriate.
11. Associate understands and agrees that the binary marketing plan and any other plan used by Freeway100 for marketing its products has specific reporting and time sensitive qualification requirements. It is the responsibility of the Associate to understand these and comply. Failure to do so may affect Associate's commissions. No exceptions can be made.
12. Associate agrees that the marketing plan, genealogy reports, Associate list and official literature are proprietary information and are considered trade secrets of Freeway100.
13. Associate understands that although he or she may refer other Associates into Freeway100, the compensation plan does not allow Associate to profit through the activity of referring other Associates. Commissions are paid only from actual product sales made by the Associate or his or her sponsored Associates. No one has made any promise or guarantee that Associate will derive any specific income or profit as an Associate. Income in Freeway100 is determined by the activity of the individual Associate. Commissions on all products shall be paid only to the qualified "selling" Associate and to his or her "enrolling" sponsor.
14. Associate acknowledges that he or she has read, understands and agrees to the terms set forth in this Agreement. This Agreement is not in force until accepted by Freeway100.
15. This Agreement shall be governed by the laws of the state of Oklahoma and all claims, disputes, and other matters between the parties of this Agreement shall be brought in Tulsa County or the appropriate federal court.
16. This Agreement constitutes the entire agreement between Associate and Freeway100 concerning the Freeway100 Telecard Program, and no other additional promises concerning the Freeway100 Telecard Program shall be valid unless in writing by an authorized Freeway100 employee. This Agreement will be binding upon receipt at the Freeway100 address, as set forth on the front of this application, and upon acceptance thereafter by Freeway100.

ROSEMARY E. BURGHER
Lawyer
47 Spring Street Road
Loudonville, New York 12211
Telephone: (518) 785-5279
Facsimile: (518) 783-4519

DEPOSIT
D 5 2 1

DATE
MAY 09 1997

Via Overnight UPS

May 7, 1997

Ms. Kelly Biegalski
Regulatory Analyst II
State of Florida
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Biegalski:

Re: Application of American Freeway100

Enclosed, please find the completed application for Elias Ventures, Inc., d/b/a/ American Freeway100. Thank you for your patience in allowing us the additional time to have this filed, due to the certificate of authority taking longer than we expected to be effective.

I hope all is in order, including the exhibits and tariff. If you have any questions, or need additional information, please do not hesitate to contact me immediately. As you can gather, we are new to this licensing process, so I may have overlooked information or misinterpreted a question.

THE FACE OF THIS CHECK IS PRINTED WITH A COLORED BACKGROUND AND THE BACK CONTAINS A FACSIMILE WATERMARK. HOLD AT AN ANGLE TO VIEW

FREWAY 100

VALLEY NATIONAL BANK
8080 SO. YALE
TULSA, OK 74138

0001697

CHECK NO.

PAY TO THE ORDER OF
*****Two hundred fifty and no/100*****

DATE
05/08/97

CONTROL NO.

AMOUNT
\$250.00

Florida Public Service Commission

Paul C. Murphy