



May 8, 1998
Overnight

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Mr. Walter D'Haeseleer
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0866

980638-TI

RE: Application of NEXTCOM Worldwide Telecommunications, Inc. for Approval of Assignment of Existing Certificate of Authority to Provide Interexchange Telecommunications Service

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of the above-referenced application of NEXTCOM Worldwide Telecommunications, Inc. ("NEXTCOM"). This filing is made pursuant to discussions with Rick Moses of Staff.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
NEXTCOM Worldwide Telecommunications, Inc.

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

Initials of person who forwarded check:

MB/sp
cc: A. Campbell, Gray Plant Mooty
file: NEXTCOM - FL
tms: fli9800

DOCUMENT NUMBER-DATE *MB*

05264 MAY 11 88

FPSC-RECORDS/REPORTING



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Tallahassee, FL 32399-0866

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

RE: Application of NEXTCOM Worldwide Telecommunications, Inc. for
Approval of Assignment of Existing Certificate of Authority to Provide
Interexchange Telecommunications Service

Dear Mr. D'Haeseleer:

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Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
210 N. PARK AVE.
WINTER PARK, FL 32789-0200
(407) 740-8575

BARNETT BANK, N.A.
WINTER PARK, FL 32789

19650

5/8/98

PAY TO THE
ORDER OF

Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100

Florida Public Service Commission
Records & Reporting
2540 Shumard Oaks Blvd.
Tallahassee, FL 32302-1500

DOLLARS
Security Features
included
Details on back.

florida Public Service Commission

TECHNOLOGIES MANAGEMENT, INC.

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

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

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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 IXC's; 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.
- (XX) **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.
- () **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.

FORM PSC/CMU 31 (11/95)

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

2. This is an application for:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company).

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

NEXTCOM Worldwide Telecommunications, Inc.

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

Not Applicable

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

14 Bello Drive, Suite 100
Edina, Minnesota 55439

Telephone: (612) 317-5100
Facsimile: (612) 317-5249

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

None

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.

Not applicable.

- (a) Provide proof of compliance with the foreign 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 the 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: F98000002047

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

C T Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

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

Fictitious name registration number: Not Applicable

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

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

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (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 the company, give reason why not.

Yes. Officers of the Company previously served as officers with National Telephone & Communications, Inc.

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

- (a) The application:

Monique Byrnes
Consultant to NEXTCOM Worldwide Telecommunications, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

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

John R. Dennis, President
NEXTCOM Worldwide Telecommunications, Inc.
14 Bello Drive, Suite 100
Edina, Minnesota 55439
(612) 317-5100

(c) Tariff:

Monique Byrnes
Consultant to NEXTCOM Worldwide Telecommunications, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575

(d) Complaints/Inquiries from customers:

John Dennis
NEXTCOM Worldwide Telecommunications, Inc.
14 Bello Drive, Suite 100
Edina, Minnesota 55439
(612) 317-5100

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None. NEXTCOM is currently undertaking a nationwide certification program.

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

California, New Jersey, New York, Oregon

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

NEXTCOM is currently undertaking a nationwide certification program.

(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 carrier or other telecommunications entity, and the circumstances involved.

None

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

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> | |

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?
- Not Applicable

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

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other: (specify) <u>Anyone who uses the Company's service</u> | |

FORM PSC/CMU 31 (11/95)

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

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, NEXTCOM Worldwide Telecommunications, Inc. will appear on the bill received by the Customer. Customers will contact NEXTCOM's customer service department 24 hours a day, seven days a week for inquiries or complaints. NEXTCOM's toll-free customer service number is 888-416-4698.

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

The Company will bill their Customers through the LEC and directly utilizing the billing services of USBI.

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:

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

Not Applicable.

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.

FORM PSC/CMU 31 (11/95)

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

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

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

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

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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 Attachment II.

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 mbps, 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, 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).

For direct dialed calls: 1 + destination number

For 800 calls: 1+ subscriber's 800 telephone number

For travel service calls: a toll-free access number, plus identification number, plus the destination telephone number.

22. Other:

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment 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.
7. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL: _____


Signature

4/30/98
Date

John R. Dennis

President

(612) 317-5100

FORM PSC/CMU 31 (11/95)

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

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

I, Dale DeForge, Regulatory/Legal Affairs Coordinator, of National Telephone & Communications, Inc. and current holder of certificate number .2684, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

UTILITY OFFICIAL:

Dale DeForge
Signature

5/6/98
Date

Dale DeForge

Regulatory/Legal Affairs Coordinator
Title

(714) 224-7750
Telephone

FORM PSC/CMU 31 (11/95)

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

**** 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

4/30/98

Date

John R. Dennis

President

(612) 317-5100

**** APPENDIX C ****

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

1) None 2)

3) 4)

2. SWITCHES: Address where located, by type of switch and indicate if owned or leased.

1) None 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.

POP-to-POP TYPE OWNERSHIP

1) None

2)

3)

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

Statewide.

FORM PSC/CMU 31 (11/95)

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

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).

Not applicable.

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:

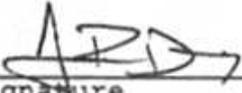
- (a) What services have been provided and when did these service begin?

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:



Signature

4/30/98

Date

John R. Dennis

President

(612) 317-5100

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.	
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.	
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.	
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.	
DAYTONA BEACH:	New Smyrna Beach.	

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.	
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.	
NAPLES:	Marco Island and North Naples.	

WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

NEXTCOM Worldwide Telecommunications, Inc. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 9, 1998

CT CORPORATION SYSTEM

Qualification documents for NEXTCOM WORLDWIDE TELECOMMUNICATIONS, INC. were filed on April 9, 1998 and assigned document number F9800002047. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Jennifer Sindt
Document Examiner
Division of Corporations

Letter Number: 198A00019017

State of Florida



Department of State

I certify from the records of this office that NEXTCOM WORLDWIDE TELECOMMUNICATIONS, INC., is a corporation organized under the laws of Minnesota, authorized to transact business in the State of Florida, qualified on April 9, 1998.

The document number of this corporation is F98000002047.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of April, 1998



CR2EO22 (2-95)

Sandra B. Morham
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by NEXTCOM WORLDWIDE TELECOMMUNICATIONS, INC., a Minnesota corporation, authorized to transact business within the State of Florida on April 9, 1998 as shown by the records of this office.

The document number of this corporation is F98000002047.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of April, 1998



CR2EO22 (2-95)

Handwritten signature of Sandra B. Morikam in cursive.

Sandra B. Morikam
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. NEXCOM Worldwide Telecommunications, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Minnesota
(State or country under the law of which it is incorporated)

3. 41-1899166
(FEI number, if applicable)

4. January 15, 1998
(Date of Incorporation)

5. Perpetual
(Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 617.156, F.S.))

7. 14 Bello Drive, Suite 100, Edina, Minnesota 55432
(Current mailing address)

8. to market and provide long distance telecommunications to business and residential customers
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:
Name: C T Corporation System
Office Address: 619 C T Corporation System, 1200 South Pine Island Road
Plantation, Florida, 33324
(Zip Code)

10. Registered agent acceptance:
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System

Michele R. Justesen, Asst. Secy.
(Registered agent's signature) (Officer)

Michele R. Justesen, Asst. Secy.
(Type Name and Title of Officer)

FILED - SECRETARY OF STATE DIVISION OF CORPORATIONS 98 APR - 9 PM 3:43

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: John B. Dennis

Address: 14 Bello Drive, Suite 100

Edina, Minnesota 55439

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: John B. Dennis

Address: 14 Bello Drive, Suite 100

Edina, Minnesota 55439

Vice President: _____

Address: _____

Secretary: John B. Dennis

Address: 14 Bello Drive, Suite 100

Edina, Minnesota 55439

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 APR -9 PM 3:43

Treasurer: John R. Dennis

Address: 14 Bello Drive, Suite 100

Edina, Minnesota 55439

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.  Pres.
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. John R. Dennis, President
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 APR - 9 PM 3:43

ATTACHMENT II

PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
NEXTCOM Worldwide Telecommunications, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by NEXTCOM Worldwide Telecommunications, Inc. ("NEXTCOM") with principal offices located at 14 Bello Drive, Suite 100, Edina, Minnesota 55439. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

CHECK SHEET

The sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
1	Original *	27	Original *	53	Original *
2	Original *	28	Original *	54	Original *
3	Original *	29	Original *	55	Original *
4	Original *	30	Original *	56	Original *
5	Original *	31	Original *	57	Original *
6	Original *	32	Original *	58	Original *
7	Original *	33	Original *	59	Original *
8	Original *	34	Original *	60	Original *
9	Original *	35	Original *	61	Original *
10	Original *	36	Original *	62	Original *
11	Original *	37	Original *	63	Original *
12	Original *	38	Original *	64	Original *
13	Original *	39	Original *	65	Original *
14	Original *	40	Original *	66	Original *
15	Original *	41	Original *	67	Original *
16	Original *	42	Original *	68	Original *
17	Original *	43	Original *	69	Original *
18	Original *	44	Original *	70	Original *
19	Original *	45	Original *	71	Original *
20	Original *	46	Original *	72	Original *
21	Original *	47	Original *	73	Original *
22	Original *	48	Original *	74	Original *
23	Original *	49	Original *	75	Original *
24	Original *	50	Original *		
25	Original *	51	Original *		
26	Original *	52	Original *		

* - indicates sheets included in this filing

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SYMBOLS

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

D - Delete or discontinue

I - Change resulting in an increase to a Customer's bill

M - Moved from and to another tariff location

N - New

R - Change resulting in a reduction to a Customer's bill

T - Change in text or regulation but no change in rate or charge

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the check sheet for sheet currently in effect.

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LEC	-	Local Exchange Carrier
NEXTCOM	-	NEXTCOM Worldwide Telecommunications, Inc.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**1.2 Definitions**

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

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Commission - Florida Public Service Commission

Company or Carrier - NEXTCOM Worldwide Telecommunications, Inc. 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.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**1.2 Definitions, (Cont'd.)**

Depletion - Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Account.

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. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial 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.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

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.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

NECA - National Exchange Carriers Association.

NEXTCOM - Used throughout this tariff to refer to NEXTCOM Worldwide Telecommunications, Inc.

Personal Identification Number (PIN) - See Authorization Code.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**1.2 Definitions, (Cont'd.)**

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.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

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.

Travel Card - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

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 purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of NEXTCOM Worldwide Telecommunications, Inc.**

NEXTCOM's services and facilities are furnished for communications originating and terminating within the State of 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.

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

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. Customers reselling NEXTCOM's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**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 service 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.
- 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 NEXTCOM in its reasonable judgment.
- 2.3.5 Service may be limited or discontinued by NEXTCOM, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Authorization Codes, when NEXTCOM deems it necessary to take such action to prevent unlawful use of its service. NEXTCOM will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**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 the 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.
- 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.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Liability, (Cont'd.)**

- 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 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, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.6** 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.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Authorization Codes or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.5 Liability, (Cont'd.)**

2.5.8 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

2.6 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The billing agency may be the Company, a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to bills or Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of NEXTCOM's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.7 Late Payment Fees**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law.

2.8 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

2.9 Deposits

The Company does not collect deposits from its Customers.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.10 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's 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.

2.11 Taxes and Fees

2.11.1 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. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access NEXTCOM service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.11 Taxes and Fees, (Cont'd.)****2.11.3 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.12 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 or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of NEXTCOM's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.13 Interconnection

Service furnished by NEXTCOM may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Cyberlight's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.15 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 the 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 or her control, or is not in wiring or equipment, if any, furnished by Customer.

Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access.

No credits will be given for usage sensitive or message rated toll charges due to interruption of service. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours.

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

Credit Formula:

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

A = outage time in days

B = total monthly charge for affected service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.16 Refusal or Discontinuance by the Company**

NEXTCOM may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- 2.16.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.16.2 For use of telephone service for any purpose other than that described in the application.
- 2.16.3 For neglect or refusal to provide reasonable access to NEXTCOM or its agents for the purpose of inspection and maintenance of equipment owned by NEXTCOM or its agents.
- 2.16.4 For noncompliance with or violation of Commission regulation or NEXTCOM's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.16.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- 2.16.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect NEXTCOM's equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.16 Refusal or Discontinuance by the Company, (Cont'd.)**

- 2.16.7** Without notice in the event of tampering with the equipment or services owned by NEXTCOM or its agents.
- 2.16.8** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, NEXTCOM may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.16.9** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.18 Cancellation by the Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.19 Restoration of Service**

If service has been discontinued for nonpayment 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 nonpayment) is corrected.

2.20 Toll-Free Numbers

2.20.1 The Company will make every effort to reserve "800/888" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800/888" number(s) will be available or assigned to the customer requesting the number.

2.20.2 800/888 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for change in Resp Org or 800 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

2.20.3 If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.21 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.22 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

NEXTCOM offers direct dialed (1+) service, inbound toll-free (800/888) service, travel card service, debit card service and directory assistance for communications originating and terminating within the State of Florida under terms of this tariff. Operator services are not furnished by NEXTCOM. Operator services will be provided and billed to the Customer by the Company's underlying carrier.

Customers are billed based on their use of NEXTCOM'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 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.3 Timing of Calls**

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

- 3.3.1 Timing for all calls 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.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4 There is no billing applied for incomplete calls.
- 3.3.5 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.4 Time of Day Periods**

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

DAYTIME	8:00 AM to 5:00 PM* Monday thru Friday
EVENING-	5:00 PM to 11:00 PM* Sunday thru Friday
NIGHT/WEEKEND	11:00 PM to 8:00 AM Monday thru Friday, and Saturday 8:00 AM to Sunday 5:00 PM*
	* Up to, but not including
PEAK	7:00 AM to, but not including, 7:00 PM Monday through Friday.
NON-PEAK	7:00 PM to, but not including, 7:00 AM Monday through Friday.
WEEKEND	12:00 AM Saturday, to but not including 12:00 AM Monday

3.5 Holiday Rate Periods

For time-of-day sensitive services, the Evening Rate Period will apply to calls placed on the following holidays, unless a lower rate would normally apply.:

New Year's Day	January 1
Independence Day	July 4
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.6 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.7 Prompt Pay Discount**

Customers who pay their bill within the allowed time frames, as provided on the bill, and have usage of more than \$10.00 for residential service or \$25.00 for business service, will receive a discount on their next months telephone usage. Customer will be given instructions on the bill as it relates to the total amount the Customer is required to pay. The Prompt Pay Discount is only applicable to Residential 800, Business 800, Dial-1 "Flag" Travel Card Service and No Surprises.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.8 Residential 800 Service**

Residential 800 Service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. Usage rates as well as an installation fee and a monthly recurring fee is associated with this service. This service is designed for Customers with less than \$50 of "800" usage per month.

3.9 Business 800 Service

Business 800 Service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service. This service is designed for Customers with greater than \$50 of "800" usage per month.

3.10 Dial-1 "FLAG" Travel Card Service

Dial-1 "FLAG" Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.11 SureSaver Service**

SureSaver is a prepaid debit card service. The initial card is purchased for \$20.00, which includes a one-time non-refundable \$10.00 installation and set-up fee. Customers are allowed to increase the preauthorized limit at the point of sale or by making a call to Customer Service. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

SureSaver service will expire after any six (6) month period of no activity. "No Activity" is defined as no calls made or no funds added to your account in any six month period. If service expires, any remaining funds will be forfeited and the SureSaver account will be closed.

3.11.1 SureSaver Specific Country Disposable Debit Card Service

SureSaver Specific Country Disposable Debit Card Service is a prepaid debit card service specifically designed for Customers with significant usage to international countries, as specified in the Company's international tariff. The initial card is purchased for \$25.00. The card may not be recharged and there is no per call surcharge.

Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.12 SureSaver Gold Service**

SureSaver Gold is a prepaid debit card service. There is an activation fee of \$15 for the initial purchase of the card. Customers are allowed to increase the preauthorized limit at the point of sale by calling Customer Service and providing a credit card number that will be automatically charged to auto-refill the card whenever the balance falls to \$15.00. The card will be refurbished with a minimum of \$50.00. The Customer can also refill the card by completing and mailing a cash-customer refill form directly to NEXTCOM.

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. The minimum initial activation amount for all cards is \$25, not including the initiation fee.

SureSaver Gold service requires an initial set-up fee, which covers the initial establishment of service, the creation of the Customer Record and the validation of any credit card, if applicable.

SureSaver Gold service will expire after any six (6) month period of no activity. "No Activity" is defined as no calls made or no funds added to your account in any six month period. If service expires, any remaining funds will be forfeited and the SureSaver account will be closed.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.13 EasyOne****3.13.1 EasyOne Dial-1 Service**

EasyOne service provides the Customer with the option of having service billed on the Customers normal Local Exchange Company monthly bill. Calls will be billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds.

3.13.2 EasyOne Flag Card

EasyOne Flag Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

3.13.3 EasyOne WorldWide Service

EasyOne WorldWide Service is an EasyOne service designed for Customers with significant international calling. This service is billed in one (1) minute increments with an initial billing period of one (1) minute.

EasyOne WorldWide Service Flag Card Service is billed at the same rates as EasyOne Flag Card.

3.13.4 EasyOne Express

EasyOne Express is a service designed for Customers with significant international calling. Calls, billed on a Customer's Local Exchange Company bill, are billed in six (6) second increments with an initial billing period of eighteen (18) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.14 Save Our Schools (SOS)**

Save Our Schools service is an affinity service that provides the Customer with discounted Dial-1, Toll Free and Travel Card service. NEXTCOM will donate a percentage of the Customers monthly billing to the organization that enrolls the Customer to NEXTCOM's SOS service. This donation will be distributed by the enrolling organization to the schools they so designate.

3.14.1 SOS Dial-1 Rates

Calls will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

3.14.2 SOS 800 Call Me Service

800 Plus Service allows Customers to receive incoming calls from anywhere within the State of Florida. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. Per minute rates as well as a monthly recurring fee is associated with this service.

3.14.3 SOS Travel Card Service

SOS Customers receive Travel Calling card service. The SOS Travel Calling card service will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.15 No Surprises - Business**

No Surprises - Business is a flat rate outbound product that permits business Customers to receive discounts on their intrastate service based upon the amount of their monthly bill and the promptness of their payment. Payments are considered to be prompt if paid within 21 days of invoicing.

No Surprises calls are billed in six (6) second increments after an initial period, for billing purposes of eighteen (18) seconds. No Surprises is offered only in conjunction with interstate service.

Customers of this service are required to sign a one year contract for this service. If within the first ninety (90) days of the service, the Customer wishes to leave the plan, and return to their original carrier, NEXTCOM will reimburse the Customer for the cost incurred to switch back to the original carrier.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.16 Simple Choice**

Simple Choice is a direct dialed outbound service that provides the Customer with a time of day sensitive usage product. Simple Choice calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

3.16.1 Simple Choice Bonus Service

Simple Choice Customers, that also subscribe to the Residential 800 service, as defined in this tariff, will have the installation fee waived.

3.16.2 Simple Choice Travel Calling Card

Simple Choice Travel Calling Card allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

3.16.3 Simple Choice International

Simple Choice International is an outbound switched service billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are billed at a flat rate regardless of time-of-day or mileage.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.17 Futuresaver**

Futuresaver is a combined direct dialed outbound, toll free inbound (800/888) and travel card product.

3.17.1 Futuresaver Outbound Service

Direct dial calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

3.17.2 Futuresaver Toll Free Service

Futuresaver Toll Free service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service.

.1 MOU Promotion

Futuresaver Customers that also subscribe to Futuresaver Toll Free Service will receive 100 Minutes of interstate Futuresaver Toll Free service at \$0.0100 per call and have the installation fee and first month's recurring charge waived.

3.17.3 Futuresaver Travel Card Service

Futuresaver Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.18 Executive No Surprises****3.18.1 Executive No Surprises Outbound Service**

Executive No Surprises is a flat rate outbound product that permits business Customers to receive discounts on their intrastate service based upon the amount of their monthly bill and the promptness of their payment. Payments are considered to be prompt if paid within 21 days of invoicing.

Executive No Surprises calls are billed in six (6) second increments after an initial period, for billing purposes of eighteen (18) seconds. Executive No Surprises is offered only in conjunction with interstate service.

3.18.2 Executive No Surprises Toll Free Service

Executive No Surprises Toll Free Service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service.

This product is only offered in conjunction with Executive No Surprises Outbound Service.

3.18.3 Executive No Surprises Travel Card Service

Executive No Surprises Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.18 Executive No Surprises, (Cont'd.)****3.18.4 Term Commitment**

For each month during the term of this Executive No Surprises agreement, the Customer agrees to a minimum monthly billing level of \$50, exclusive of monthly recurring fees and/or taxes. In the event that the monthly usage is lower than \$50.00, the Customer shall pay the Company for actual usage and in addition to the actual usage, the Customer shall pay the difference between the actual usage amount and the \$50.00 minimum amount.

Customers of this service are required to sign a one year contract for this service. If within the first ninety (90) days of the service, the Customer wishes to leave the plan, and return to their original carrier, NEXTCOM will reimburse the Customer for the cost incurred to switch back to the original carrier.

In the event the Customer chooses to cancel service with the Company after ninety (90) days, the Customer shall be responsible for paying an amount equal to fifty percent (50%) of the Customers average monthly usage excluding taxes, monthly recurring fees or discounts as calculated from the preceding month(s) usage prior to the Customer cancellation of service, or the \$50.00 minimum monthly usage fee, whichever is greater multiplied by the number of months remaining in the term of this agreement. The early termination fee will have a maximum per month fee of \$250 multiplied by the number of months remaining in the term of the agreement.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.19 Equinox****3.19.1 Equinox Residential Dial-1 Service**

Equinox Residential Dial-1 Service is a direct dialed outbound service that provides the Customer with a time of day sensitive usage product. Calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of thirty (30) seconds.

.1 Prompt Pay Discount

Customers who pay their bill within the allowed time frames, as provided on the bill, will receive a discount, based upon present usage, on their current bill. Customer will be given instructions on the bill as it relates to the total amount the Customer is required to pay. If payment is not received within the allowed time frames as provided on their bill, the discounted amount will be added to the next monthly bill issued to the Customer.

3.19.2 Equinox Dollars & Sense Dial-1 Service

Equinox Dollars & Sense Dial-1 Service is a direct dialed outbound service that provides the Business Customer with a flat rate usage product. Calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.19 Equinox, (Cont'd.)****3.19.3 Equinox Business 800 Service**

Equinox Business 800 Service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service.

3.19.4 Equinox Residential 800 Service

Equinox Residential 800 Service allows Customers to receive incoming calls from anywhere within the State of Florida. The Customer, not the calling party, will be billed for the call. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service.

See Section 3.19.1.1 of this tariff for the Prompt Pay Discount associated with this service.

3.19.5 Equinox Travel Card Service

Equinox Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.20 Simply Makes Sense****3.20.1 Simply Makes Sense Outbound Service**

Simply Makes Sense is a switched outbound service billing in one (1) minute increments with an initial period for billing purposes of one (1) minute. Customers are billed usage plus a monthly recurring charge (MRC). Customers who select this program are eligible for several different discount programs.

All Customers will receive a certificate for a rebate at the time Simply Makes Sense service is selected. Each certificate applies to a rebate term of six consecutive months beginning on the date the certificate is sent to the Customer. The certificate may be mailed to the company at any time during the rebate term up through two months after the rebate term. It will be applied only if the Customer incurs \$25.00 in average monthly billing.

The rebate amount is calculated on the total amount of intrastate and interstate usage accrued over the six consecutive months and applied to the 7th, 8th or 9th month's billing. The rebate amount will show as a lump sum line item discount amount on the Customer's bill. The rebate amount is limited to and will not exceed the total amount of the bill receiving the rebate (excluding taxes and monthly recurring charges), and the month the rebate is applied is not included in the rebate term. New rebate certificates are sent to Customers as the previous ones are used. The new rebate term will start the month following the rebate month.

.1 Standard Credit

Customers who meet the above criteria will receive a 15% discount on one month's interstate billing.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.20 Simply Makes Sense, (Cont'd.)****3.20.1 Simply Makes Sense Outbound Service, (Cont'd.)****.2 Expanded Credit**

Any Customers who select Simply Makes Sense, meet the above criteria and also utilize NEXTCOM pager service are eligible for an additional one time 5% discount.

.3 Service Representative Credit

Customers who select Simply Makes Sense as their long distance service will receive an additional 5% discount for becoming a registered service representative with NEXTCOM.

.4 Customer Referral Credit - "TFN"

Customers who select Simply Makes Sense and who are also registered service representatives will receive an additional discount equal to 5% of the monthly long distance usage generated by qualified referrals to NEXTCOM. Directory assistance, non-recurring or recurring fees and taxes are not eligible for the monthly discount.

The TFN product base amount is the total usage of the NEXTCOM's registered representatives referral Customers enrolled on the Simply Makes Sense Program. For a representative to qualify, the TFN base amount must be equal to or greater than \$50 per month. The TFN discount is limited to and will not exceed the total amount of the registered service representatives' monthly billing excluding taxes and MRCs.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)

3.20 Simply Makes Sense, (Cont'd.)

3.20.2 Simply Makes Sense Travel Card Service

Simply Makes Sense Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.21 Simply The World****3.21.1 Simply The World Outbound Service**

Simply the World is a switched outbound service billing in one (1) minute increments with an initial period for billing purposes of one (1) minute. Customers are billed usage plus a monthly recurring charge (MRC). Customers who select this program are eligible for several different discount programs.

All Customers will receive a certificate for a rebate at the time Simply the World service is selected. Each certificate applies to a rebate term of six consecutive months beginning on the date the certificate is sent to the Customer. The certificate may be mailed to the Company at any time during the rebate term up through two months after the rebate term. It will be applied only if the Customer incurs \$25.00 in average monthly billing.

The rebate amount is calculated on the total amount of international non-peak usage accrued over the six consecutive months and applied to the 7th, 8th or 9th month's billing. The rebate amount will show as a lump sum line item discount amount on the Customer's bill. The rebate amount is limited to and will not exceed the total amount of the bill receiving the rebate (excluding taxes and monthly recurring charges), and the month the rebate is applied is not included in the rebate term. New rebate certificates are sent to Customers as the previous ones are used. The new rebate term will start the month following the rebate month.

.1 Standard Credit

Customers who meet the above criteria will receive a 15% discount on one month's of international non-peak billing.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.21 Simply The World, (Cont'd.)****3.21.1 Simply The World Outbound Service, (Cont'd.)****.2 Expanded Credit**

Any Customers who select Simply The World, meet the above criteria and also utilize NEXTCOM pager service are eligible for an additional one time 5% discount.

.3 Service Representative Credit

Customers who select Simply The World as their long distance service will receive an additional 5% discount for becoming a registered service representative with NEXTCOM.

.4 Customer Referral Credit - "TFN"

Customers who select Simply The World and who are also registered service representatives will receive an additional discount equal to 5% of the monthly long distance usage generated by qualified referrals to NEXTCOM. Directory assistance, non-recurring or recurring fees and taxes are not eligible for the monthly discount.

The TFN product base amount is the total usage of the NEXTCOM's registered representatives referral Customers enrolled on the Simply The World Program. For a representative to qualify, the TFN base amount must be equal to or greater than \$50 per month. The TFN discount is limited to and will not exceed the total amount of the registered service representatives' monthly billing excluding taxes and MRCs.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)

3.21 Simply The World, (Cont'd.)

3.21.2 Simply The World Travel Card Service

Simply The World Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.22 NEXTCOM Choice USA Family of Services**

NEXTCOM Choice USA Family of Services is an intrastate add-on to an interstate and international switched service targeted toward Customers with higher interstate usage than international usage.

All Customers will receive a one-time certificate for a rebate at the time NEXTCOM Choice USA service is selected. Customers who redeem the certificate will have their accrued credits applied to the fourth month's usage billing. Each Customer who remains on the NEXTCOM Choice USA service for three (3) consecutive months will receive a credit equal to the number of interstate minutes billed in the fourth month, up to a maximum credit of 100 interstate minutes. The credit can be applied to the fourth month's usage only.

The credit amount is a one time enrollment bonus which will show as a lump sum line item discount amount on the Customer's bill.

3.22.1 NEXTCOM Choice USA Basic Service

NEXTCOM Choice USA Basic Service allows Customers to place direct dialed calls billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

3.22.2 NEXTCOM Choice USA Travel Card Service

NEXTCOM Choice USA Travel Card Service allows Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.23 NEXTCOM Choice World Family of Services**

NEXTCOM Choice World Family of Services is an intrastate add-on to an interstate and international switched service targeted toward Customers with higher international usage than interstate usage. Billing is in one (1) minute increments with an initial period for billing purposes of one (1) minute.

All Customers will receive a certificate for a rebate at the time NEXTCOM Choice World service is selected. Customers who redeem the certificate will have their accrued credits applied to the fourth month's usage billing. Each Customer who remains on the NEXTCOM Choice World service for three (3) consecutive months will receive a credit equal to the number of interstate minutes billed in the fourth month, up to a maximum credit of 100 interstate minutes. The credit can be applied to the fourth month's usage only.

The credit amount is a one time enrollment bonus which will show as a lump sum line item discount amount on the Customer's bill.

3.23.1 NEXTCOM Choice World Basic Service

NEXTCOM Choice World Service allows customers to place direct dialed calls billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

3.23.2 NEXTCOM Choice World Travel Card

NEXTCOM Choice World Travel Card Service allows NEXTCOM Choice World Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.24 NEXTCOM Choice International Select**

NEXTCOM Choice International Select is a switched service billing in one (1) minute increments with an initial period for billing purposes of one (1) minute. This service is targeted toward Customers with higher international usage than interstate usage to those select countries as indicated in FCC Tariff No. 4.

3.24.1 NEXTCOM Choice International Select Basic Service

NEXTCOM Choice International Select Basic Service allows Customers to place direct dialed calls billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

3.24.2 NEXTCOM Choice International Select Travel Card

NEXTCOM Choice International Select Travel Card Service allows NEXTCOM Choice International Select Customers to place calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate or interstate location. Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute. There is no per call surcharge.

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SECTION 3 - DESCRIPTION OF SERVICE, (Cont'd.)**3.25 Affinity Plan Number 1**

Affinity Plan Number 1 is an outbound calling program which allows individual users who are members or employees of participating trade or non-profit associations, professional organizations, business entities, affiliated franchises, or buying groups not organized expressly for the purpose of qualifying to receive the Affinity Plan services, to take advantage of specific rate plans. Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds. Each Subscriber is billed separately. A monthly recurring charge is assessed in addition to the per minute usage rate.

3.26 Directory Assistance

Directory Assistance is available to Customers of NEXTCOM. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests 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.

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SECTION 4 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week and/or call duration.

4.2 Exemptions and Special Rates**4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. NEXTCOM will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4 - RATES, (Cont'd.)**4.2 Exemptions and Special Rates, (Cont'd)****4.2.3 Directory Assistance Charges for Handicapped Persons**

Nexstar does not offer Directory Assistance service and the Company does not offer any presubscribed services. However, should the Company offer such service in the future, presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped would be exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.2.4 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

4.3 Public Telephone Surcharge

Charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.30

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SECTION 4 - RATES, (Cont'd.)

4.4 Prompt Pay Discount

Prompt Pay Discount Percentage: 10.00%

4.5 Residential 800 Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

4.5.1 Rates

DAY		EVENING		NIGHT/WEEKEND	
Initial 30 sec.	Add'l 6 sec.	Initial 30 sec.	Add'l 6 sec.	Initial 30 sec.	Add'l 6 sec.
0.1110	0.0222	0.0945	0.0189	0.0945	0.0189

4.5.2 Installation Fee \$10.00

This fee will be waived if the Customer signs up for EasyOne or Simple Choice.

4.5.3 Monthly Service Fee \$ 3.50

4.5.4 Prompt Pay Discount

See Section 4.4 for the present Prompt Pay Discount applicable to Residential 800 Service.

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SECTION 4 - RATES, (Cont'd.)**4.6 Business 800 Service**

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds.

4.6.1 Rates

DAY		EVENING		NIGHT/WEEKEND	
Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.
0.0690	0.0230	0.0690	0.0230	0.0690	0.0230

4.6.2 Installation Fee \$50.00

This fee will be waived if the Customer signs up for EasyOne or Simple Choice.

4.6.3 Monthly Service Fee \$10.00

4.6.4 800 Portability Fee \$50.00

This fee will be waived if the Customer signs up for EasyOne or Simple Choice.

4.6.5 Vanity Number One Time Fee \$50.00

4.6.6 Prompt Pay Discount

See Section 4.4 for the present Prompt Pay Discount applicable to Business 800 Service.

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SECTION 4 - RATES, (Cont'd.)

4.7 Dial-1 "FLAG" Travel Card Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

4.7.1 Rates

DAY		EVENING		NIGHT/WEEKEND	
Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.
0.1667	0.0333	0.1667	0.0333	0.1667	0.0333

4.7.2 Prompt Pay Discount

See Section 4.4 for the present Prompt Pay Discount applicable to Dial-1 "Flag" Travel Card Service.

4.8 SureSaver Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

Rate Structure Prepaid Service Limit

Prepaid Limit	Rate Per Minute
(A) Up to \$99.99	\$ 0.2500
(B) \$100.00 +	\$ 0.2000

4.8.1 SureSaver Specific Country Disposable Debit Card Service

Per minute rate: \$ 0.35

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SECTION 4 - RATES, (Cont'd.)**4.9 SureSaver Gold Service**

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. The minimum initial activation amount for all cards is \$25, not including the initiation fee.

4.9.1 Rate Structure Prepaid Service Limit

Prepaid Limit	Rate Per Minute
(A) Up to \$99.99	\$ 0.2500
(B) \$100.00 +	\$ 0.2000

4.9.2 Installation & Set Up Fee \$ 15.00

4.9.3 Monthly Statement Fee

Monthly Fee: \$ 2.00

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SECTION 4 - RATES, (Cont'd.)

4.10 EasyOne

4.10.1 EasyOne Dial-1 Service

Calls will be billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds.

.1 Rates

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.
0-10	0.0420	0.0140	0.0315	0.0105	0.0252	0.0084
11-22	0.0462	0.0154	0.0357	0.0119	0.0273	0.0091
23-55	0.0525	0.0175	0.0399	0.0133	0.0294	0.0098
56-124	0.0567	0.0189	0.0399	0.0133	0.0315	0.0105
125-292	0.0588	0.0196	0.0399	0.0133	0.0336	0.0112
293-430	0.0588	0.0196	0.0420	0.0140	0.0336	0.0112
431+	0.0588	0.0196	0.0441	0.0147	0.0336	0.0112

4.10.2 EasyOne Flag Card

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

DAY		EVENING		NIGHT/WEEKEND	
Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.
0.1167	0.0233	0.1167	0.0233	0.1167	0.0233

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SECTION 4 - RATES, (Cont'd.)

4.10 EasyOne, (Cont'd.)

4.10.3 EasyOne WorldWide Service

This service is billed in one (1) minute increments with an initial billing period of one (1) minute.

EasyOne WorldWide Service Flag Card Service is billed at the same rates as EasyOne Flag Card.

.1 Rates

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute
0-10	0.1000	0.1000	0.0750	0.0750	0.0600	0.0600
11-22	0.1100	0.1100	0.0850	0.0850	0.0650	0.0650
23-55	0.1250	0.1250	0.0950	0.0950	0.0700	0.0700
56-124	0.1350	0.1350	0.0950	0.0950	0.0750	0.0750
125-292	0.1400	0.1400	0.0950	0.0950	0.0800	0.0800
293-430	0.1400	0.1400	0.1000	0.1000	0.0800	0.0800
431+	0.1400	0.1400	0.1050	0.1050	0.0800	0.0800

4.10.4 EasyOne Express

Calls are billed in six (6) second increments with an initial billing period of eighteen (18) seconds.

The intrastate component of this service is billed at the same rates as EasyOne Dial-1 Service.

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SECTION 4 - RATES, (Cont'd.)

4.11 Save Our Schools (SOS)

4.11.1 SOS Dial-1 Rates

Calls will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute
0-10	0.1500	0.1500	0.1125	0.1125	0.0900	0.0900
11-22	0.1650	0.1650	0.1275	0.1275	0.0975	0.0975
23-55	0.1875	0.1875	0.1425	0.1425	0.1050	0.1050
56-124	0.2025	0.2025	0.1425	0.1425	0.1125	0.1125
125-292	0.2100	0.2100	0.1425	0.1425	0.1200	0.1200
293-430	0.2100	0.2100	0.1500	0.1500	0.1200	0.1200
431+	0.2100	0.2100	0.1575	0.1575	0.1200	0.1200

4.11.2 SOS 800 Call Me Service

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate

DAY		EVENING, NIGHT/WEEKEND		MONTHLY RECURRING FEE
Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	
0.2000	0.2000	0.1700	0.1700	\$3.50

4.11.3 SOS Travel Card Service

Calling card service will be billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per minute rate: \$ 0.2500

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SECTION 4 - RATES, (Cont'd.)

4.12 No Surprises - Business

Calls are billed in six (6) second increments after an initial period, for billing purposes of eighteen (18) seconds.

4.12.1 Rates

Initial 18 sec.	Add'l. 6 sec.
\$ 0.0563	\$ 0.0188

4.12.2 Prompt Pay Discount

<u>Monthly Billing Level</u>	<u>Discount %</u>
\$600 or more per month	20%
\$300 to \$599.99	15%
Less than \$300 per month	10%

4.12.3 Monthly Recurring Fee \$ 5.00

4.13 Simple Choice

Calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of eighteen (18) seconds.

4.13.1 Rates

Peak		Non-Peak		Weekend	
Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.
0.0660	0.0220	0.0300	0.0100	0.0300	0.0100

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SECTION 4 - RATES, (Cont'd.)**4.13 Simple Choice, (Cont'd.)****4.13.2 Simple Choice Bonus Service**

Simple Choice Customers, that also subscribe to the Residential 800 service, as defined in this tariff, will have the installation fee waived.

4.13.3 Simple Choice Travel Calling Card

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

Rates

Initial 30 sec.	Add'l. 6 sec.
\$ 0.1167	\$ 0.0233

4.13.4 Simple Choice International

Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

Per minute rate: \$ 0.1500

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SECTION 4 - RATES, (Cont'd.)

4.14 Futuresaver

4.14.1 Futuresaver Outbound Service

Direct dial calls will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.
0-10	0.0420	0.0140	0.0315	0.0105	0.0252	0.0084
11-22	0.0462	0.0154	0.0357	0.0119	0.0273	0.0091
23-55	0.0525	0.0175	0.0399	0.0133	0.0294	0.0098
56-124	0.0567	0.0189	0.0399	0.0133	0.0315	0.0105
125-292	0.0588	0.0196	0.0399	0.0133	0.0336	0.0112
293-430	0.0588	0.0196	0.0420	0.0140	0.0336	0.0112
431+	0.0588	0.0196	0.0441	0.0147	0.0336	0.0112

4.14.2 Futuresaver Toll Free Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

Peak		Off-Peak	
Initial 30 sec.	Add'l. 6 sec.	Initial 308 sec.	Add'l. 6 sec.
\$ 0.1000	\$ 0.0200	\$ 0.0850	\$ 0.0170

Peak 8:00AM to, but not including, 5:00PM Monday through Friday.

Off-Peak All other times of the week.

.2 Service Fees

Installation	\$ 10.00
Monthly Recurring Fee	\$ 3.50

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SECTION 4 - RATES, (Cont'd.)**4.14 Futuresaver, (Cont'd.)****4.14.3 Futuresaver Travel Card Service**

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

DAY		EVENING		NIGHT/WEEKEND	
Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.
0.1500	0.0300	0.1500	0.0300	0.1500	0.0300

4.15 Executive No Surprises**4.15.1 Executive No Surprises Outbound Service**

Executive No Surprises calls are billed in six (6) second increments after an initial period, for billing purposes of eighteen (18) seconds.

.1 Rates

Initial 18 sec.	Add'l. 6 sec.
\$ 0.0563	\$ 0.0188

.2 Prompt Pay Discount

<u>Monthly Billing Level</u>	<u>Discount %</u>
\$600 or more per month	20%
\$300 to \$599.99	15%
Less than \$300 per month	10%

.3 Monthly Recurring Fee: \$5.00

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SECTION 4 - RATES, (Cont'd.)**4.15 Executive No Surprises, (Cont'd.)****4.15.2 Executive No Surprises Toll Free Service**

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds.

.1 Per Minute Rates

Initial 18 sec.	Add'l. 6 sec.
\$ 0.0563	\$ 0.0188

4.15.3 Executive No Surprises Travel Card Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

Initial 30 sec.	Add'l. 6 sec.
0.1458	0.0292

.2 Prompt Pay Discount

<u>Monthly Billing Level</u>	<u>Discount %</u>
\$300 or more per month	20%
Less than \$300 per month	15%

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SECTION 4 - RATES, (Cont'd.)

4.16 Equinox

4.16.1 Equinox Residential Dial-1 Service

Calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of thirty (30) seconds.

.1 Rates

PEAK		OFF-PEAK	
Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.
0.1100	0.0220	0.0500	0.0100

Peak 7:00 AM to, but not including, 7:00 PM Monday through Friday.

Off-Peak All other times of the week.

.2 Prompt Pay Discount

Prompt Pay Discount: 10.00%

4.16.2 Equinox Dollars & Sense Dial-1 Service

Calls will be billed in six (6) second increments after an initial calling period, for billing purposes, of thirty (30) seconds.

.1 Rates

Initial 30 sec.	Add'l. 6 sec.
0.0939	0.0188

.2 Monthly Recurring Fee \$ 5.00

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SECTION 4 - RATES, (Cont'd.)**4.16 Equinox, (Cont'd.)****4.16.3 Equinox Business 800 Service**

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds. Per minute rates as well as an installation fee and a monthly recurring fee is associated with this service.

.1 Rates

Initial 30 sec.	Add'l. 6 sec.
0.0772	0.0154

.2 Monthly Recurring Fee \$ 10.00**.3 Prompt Pay Discount**

Prompt Pay Discount: 10.00%

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SECTION 4 - RATES, (Cont'd.)

4.16 Equinox, (Cont'd.)

4.16.4 Equinox Residential 800 Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

PEAK		OFF-PEAK	
Initial 30 sec.	Add'l. 6 sec.	Initial 30 sec.	Add'l. 6 sec.
0.1100	0.0220	0.0945	0.0189

Peak 8:00AM to, but not including, 5:00PM Monday through Friday.

Off-Peak All other times of the week.

.2 Monthly Recurring Fee \$ 3.50

.3 Prompt Pay Discount

Prompt Pay Discount: 10.00%

4.16.5 Equinox Travel Card Service

Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of thirty (30) seconds.

.1 Rates

Initial 30 sec.	Add'l. 6 sec.
0.1388	0.0277

.2 Prompt Pay Discount

Prompt Pay Discount: 10.00%

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SECTION 4 - RATES, (Cont'd.)

4.17 Simply Makes Sense

4.17.1 Simply Makes Sense Outbound Service

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

.1 Usage Rates

	DAY	NON-DAY
Per Minute Rate	\$ 0.1244	\$ 0.1244

.2 Monthly Recurring Charge: \$ 1.00

4.17.2 Simply Makes Sense Travel Card Service

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Usage Rates:

	DAY	NON-DAY
Per Minute Rate	\$ 0.2333	\$ 0.2333

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

SECTION 4 - RATES, (Cont'd.)

4.18 Simply The World

4.18.1 Simply The World Outbound Service

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

.1 Usage Rates

	DAY	NON-DAY
Per Minute Rate	\$ 0.1500	\$ 0.1500

.2 Monthly Recurring Charge: \$ 3.00

4.18.2 Simply The World Travel Card Service

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Usage Rates:

	DAY	NON-DAY
Per Minute Rate	\$ 0.2333	\$ 0.2333

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

SECTION 4 - RATES, (Cont'd.)**4.19 NEXTCOM Choice USA Family of Services****4.19.1 NEXTCOM Choice USA Basic Service**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.12

4.19.2 NEXTCOM Choice USA Travel Card Service

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

4.20 NEXTCOM Choice World Family of Services**4.20.1 NEXTCOM Choice World Basic Service**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.15

4.20.2 NEXTCOM Choice World Travel Card

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

ISSUED: May 11, 1998**EFFECTIVE:**

**ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439**

SECTION 4 - RATES, (Cont'd.)**4.21 NEXTCOM Choice International Select****4.21.1 NEXTCOM Choice International Select Basic Service**

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute.

Per Minute Rate: \$ 0.17

4.21.2 NEXTCOM Choice International Select Travel Card

Calls are billed in one (1) minute increments with a minimum call duration, for billing purposes, of one (1) minute.

Per Minute Rate: \$ 0.25

4.22 Affinity Plan Number 1

Calls are billed in sixty (60) second increments with an initial period for billing purposes of sixty (60) seconds.

Per minute rate: \$ 0.125

Monthly Recurring Charge: \$ 4.95

4.23 Directory Assistance

Up to two requests may be made on each call to Directory Assistance.

Directory Assistance, Per Call: \$ 0.60

ISSUED: May 11, 1998**EFFECTIVE:**

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

SECTION 5 - PROMOTIONS

5.1 Promotional Offerings

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to NEXTCOM's promotional service offerings.

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

SECTION 5 - PROMOTIONS, (Cont'd.)**5.2 Dial-1 Service**

For thirty (30) days from the effective date of this tariff, Customers of NEXTCOM may sign up for Dial-1 Service, a direct dial switched service designed for business and residential use. Calls are billed in six (6) second increments with a minimum call duration, for billing purposes, of eighteen (18) seconds. No minimum usage commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Customers may make calls from either a presubscribed access line or by dialing the carrier's "10xxx" access code.

5.2.1 Rates

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.	Initial 18 sec.	Add'l. 6 sec.
0-10	0.0600	0.0200	0.0450	0.0150	0.0360	0.0120
11-22	0.0660	0.0220	0.0510	0.0170	0.0390	0.0130
23-55	0.0750	0.0250	0.0570	0.0190	0.0420	0.0140
56-124	0.0810	0.0270	0.0570	0.0190	0.0450	0.0150
125-292	0.0840	0.0280	0.0570	0.0190	0.0480	0.0160
293-430	0.0840	0.0280	0.0600	0.0200	0.0480	0.0160
431+	0.0840	0.0280	0.0630	0.0210	0.0480	0.0160

5.2.2 Prompt Pay Discount

See Section 4.4 for the present Prompt Pay Discount applicable to Dial-1 Service.

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

SECTION 5 - PROMOTIONS, (Cont'd.)**5.3 Half Price Club**

For thirty (30) days from the effective date of this tariff, Customers of NEXTCOM may sign up for Half Price Club, an Optional Calling Plan through which a Customer can receive a discount of 60% on all intrastate and interstate rates listed below. Calls originated from the Customers presubscribed access line to other presubscribed NEXTCOM Dial-1 Customers will receive the 60% discount after the total monthly usage exceeds \$10.00.

Half Price Club calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Calls made by Half Price Club Members to non-NEXTCOM customers will be billed at the rates indicated below. The non-NEXTCOM customer calls are eligible for the Prompt Pay Discount as described in Section 3.6. Dial-1 "Flag" Travel Card Services as well as any "10xxx" calling service is not applicable for the Half Price Club Discount.

5.3.1 Rates

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute	Initial Minute	Add'l. Minute
0-10	0.2000	0.2000	0.1500	0.1500	0.1200	0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431+	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

ISSUED: May 11, 1998

EFFECTIVE:

ISSUED BY: John R. Dennis, President
14 Bello Drive, Suite 100
Edina, Minnesota 55439

ATTACHMENT III

FINANCIAL STATEMENTS

Not Applicable

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

NEXTCOM Worldwide Telecommunications, Inc.

MANAGERIAL AND TECHNICAL CAPABILITIES

John R. Dennis

Mr. Dennis is the President, Secretary, Treasurer and founder of NEXTCOM Worldwide Telecommunications, Inc. Prior to founding NEXTCOM, he was a director of QAI, Inc., a privately held long distance telecommunications reseller, and also served as Chairman, President and CEO of QuikPage, Inc. d/b/a The QuikPages, a developer and host of small business Web sites in the United States. From 1985 to 1993, Mr. Dennis co-founded and served as President of Dial-Net, Inc., a long distance telecommunications reseller acquired by WorldCom, Inc. in 1993.

James R. Quandt

James R. Quandt is the Executive Vice President of NEXTCOM. Prior to joining NEXTCOM, he was President and Vice Chairman of the Board of National Telephone & Communications, Inc., a provider of business and long distance telecommunication services. Previously he served as Chairman of the Board of Bridge Information Systems, Inc., a privately held financial information and technology company, and was President and Chief Executive Officer of Standard & Poors Financial Information Group. Mr. Quandt received a Bachelor of Science degree from St. Mary's College of California and is a member of their Board of Regents.

NEXTCOM Worldwide Telecommunications, Inc.

MANAGERIAL AND TECHNICAL CAPABILITIES, (Cont'd.)

Victor C. Streufert

Victor C. Streufert holds the position of Chief Financial Officer at NEXTCOM. Beginning in 1996 Mr. Streufert was Senior Vice President of Finance & Administration/CFO of National Telephone & Communications, Inc., a provider of residential and business long distance telecommunications services. During his career he has held various key finance positions with PYXIS Corporation, American Health Properties and the Colgate Palmolive Company. Mr. Streufert holds a Bachelor of Arts in Economics from Valiparaiso University and a Masters in Business Administration, Finance and Marketing from the University of Chicago.



~~DEPOSIT~~ ~~DATE~~
~~D778~~ ~~MAY 11 1998~~

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

May 8, 1998
Overnight

Mr. Walter D'Haeseleer
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0866

RE: Application of NEXTCOM Worldwide Telecommunications, Inc. for
Approval of Assignment of Existing Certificate of Authority to Provide
Interexchange Telecommunications Service

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of the above-referenced application of NEXTCOM Worldwide Telecommunications, Inc. ("NEXTCOM"). This filing is made pursuant to discussions with Rick Moses of Staff.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
NEXTCOM Worldwide Telecommunications, Inc.

MB/sp
cc: A. Campbell, Gray Plant Mooty
file: NEXTCOM - FL
tms: fli9800

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200
210 N. PARK AVE.
WINTER PARK, FL 32789-0200
(407) 740-8575

BARNETT BANK, N.A.
WINTER PARK, FL 32789

19650

5/8/98

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

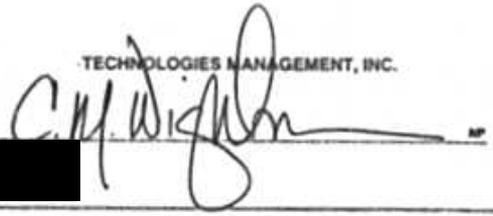
Two Hundred Fifty and 00/100

VOID

DOLLARS
Security features included.
Details on back.

Florida Public Service Commission
Records & Reporting
2540 Shumard Oaks Blvd.
Tallahassee, FL 32302-1500

TECHNOLOGIES MANAGEMENT, INC.



Florida Public Service Commission

MEMO

