



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

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

RE: Initial Application and Tariff of **Structus TeleSystems, Inc.** for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Structus TeleSystems, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 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 provided for that purpose.

Questions regarding this filing may be directed to my attention reached at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Structus TeleSystems, Inc.

Enclosures

cc: R. Salter - Structus
file: Structus - FL
tms: FLi0000

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

DOCUMENT NUMBER-DATE

07866 JUN 28 8

FPSC-RECORDS/REPORTING

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
June 27, 2000
Overnight Delivery
00 JUN 28 AM 9:38
MAIL ROOM

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ORIGINAL

RECEIVED
June 27, 2000
Overnight Delivery
00 23 21 9 08
MAR 27 2001

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Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

DEPOSIT DATE
D3 16 JUN 29 2000
000783-TI

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cc: R. Salter - Structus
file: Structus - FL
tms: FLi0000

RECEIVED & FILED
MW
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
07866 JUN 28 00
FPSC-RECORDS/REPORTING

**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**

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless 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.

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:**

Structus TeleSystems, 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).

Structus TeleSystems, Inc.
1401 Main Street, Suite M100
Columbia, SC 29201
Telephone: (803) 461-1400
Facsimile: (803) 461-1423

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

See #5 Above

7. Structure of organization:

- | | | | |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input checked="" type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Other: | | |

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:

F00000003186

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

NRAI Services, Inc.
526 East Park Avenue
Tallahassee, FL 32301

- (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 the name of company and relationship. If no longer associated with the company, give reason why not.**

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

- (a) The application:
Thomas M. Forte
Consultant to Structus TeleSystems, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613
- (b) Official Point of Contact for the ongoing operations of the company:
Kyle Herron, General Manager - CLEC & Municipalities
Structus TeleSystems, Inc.
1401 Main Street, Suite M100
Columbia, SC 29201
Telephone: (803) 461-1400
Facsimile: (803) 461-1423
Internet: jkherron@structus.com
- (c) Tariff:
Thomas M. Forte
Consultant to Structus TeleSystems, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613
- (d) Complaints/Inquiries from customers:
Customer Service Manager
Structus TeleSystems, Inc.
1401 Main Street, Suite M100
Columbia, SC 29201
Telephone: (803) 461-1400
Facsimile: (803) 461-1423
Toll Free: (877) 787-8285

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

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

Structus has an application pending in So. Carolina.

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

None.

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

None

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

None

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

None

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

Facilities

Operators

Billing and Collection

Sales

Maintenance

Other:

None anticipated at this time

13. Do you have a marketing program?

No

14. Will your marketing program:

Not Applicable

Pay commissions?

Offer sales franchises?

Offer multi-level sales incentives?

Offer other sales incentives?

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

N/A

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): Anyone who uses the Company's service | | |

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, Structus' name will appear on the bill.

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

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type.

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

See Attachment III.

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

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

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

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

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

B. Managerial capability.

See 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).**

The Customer will dial 1+ the area code, if applicable, plus the terminating telephone number for direct dial services. Customers utilizing a calling card will dial a toll free access number plus, a PIN number then the terminating telephone number, including area code if applicable.

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.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL: *Gary L. Williams*
Gary L. Williams, President & CEO
(803) 461-1400

6-9-2000
Date

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, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current holder of
certificate number _____, have reviewed this application and join
in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable.

UTILITY OFFICIAL:

_____	_____
Signature	Date
_____	_____
_____	_____
Title	Telephone

**** APPENDIX B ****

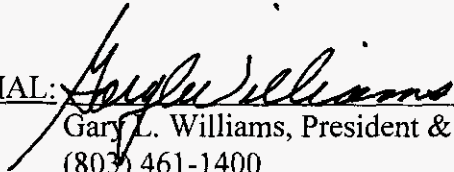
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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:


Gary L. Williams, President & CEO
(803) 461-1400

6-9-2000
Date

**** 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.

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:

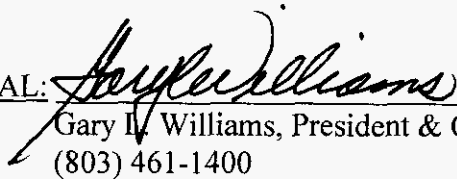
- (a) **What services have been provided and when did these service begin?**

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:


Gary L. Williams, President & CEO
(803) 461-1400

6-9-2008
Date

**** 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 ****

Extended Service Area with These Exchanges:

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:	Bellevue, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.

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:

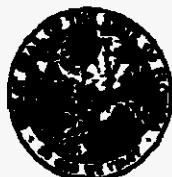
Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and Perrine.

Structus TeleSystems, Inc. intends to offer service throughout the State of Florida.

ATTACHMENT I
AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 6, 2000

CORPORATE ACCESS

TALLAHASSEE, FL

Qualification documents for **STRUCTUS TELESYSTEMS, INC.** were filed on June 6, 2000 and assigned document number **F00000003188**. Please refer to this number whenever corresponding with this office.

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

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

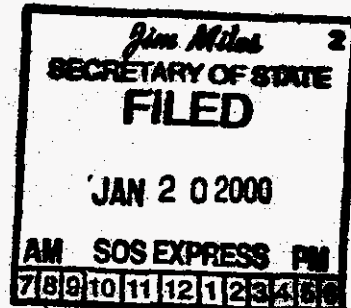
Letter Number: 300A00031793

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

JAN 20 2000

Jim Miles
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE




ARTICLES OF INCORPORATION
OF
Structus TeleSystems, Inc.

1. The name of the proposed corporation is **Structus TeleSystems, Inc.**
2. The initial registered office of the corporation is **1901 Main Street, Suite 1550, Columbia, South Carolina 29201** and the initial registered agent at such address is **R. William Metzger, Jr.**
3. The corporation is authorized to issue shares of stock as follows:
 - a. The corporation is authorized to issue a single class of shares and the total number of shares authorized is **100,000 Common.**
4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)): **Upon Filing**
5. The optional provisions which the corporation elects to include in the Articles of Incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code): **None.**
6. The name and address and signature of each incorporator is as follows (only one is required):

Name	Address	Signature
<u>Gary L. Williams</u>	<u>1401 Main Street, Suite M-100</u> <u>Columbia, SC 29201</u>	<u><i>Gary L. Williams</i></u>

7. I, R. William Metzger, Jr., an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date 1-18-00



(Signature)

R. William Metzger, Jr.
Robinson, McFadden & Moore, P.C.
Post Office Box 944
Columbia, South Carolina 29202

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE AND TAXATION
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 8/95)
3134

File Number _____ Ending Period _____ SID Number _____

NAME OF CORPORATION: **Structus TeleSystems, Inc.**

ADDRESS OF CORPORATION (NUMBER AND STREET): **1401 Main Street, Suite M-100**

CITY AND STATE **Columbia, SC** ZIP **29201** COUNTY **Richland**

Date "Application for Charter" filed with Secretary of State: **Concurrently** **JAN 20 2000**
Date of "Request for authority to do business in this state" (Foreign Corp): _____
IRS Employer Identification Number: **Applied for** Business Code _____

- State of incorporation: **South Carolina**
- Nature of principal business in South Carolina: **Telecommunications**
- Location of registered office of the corporation in the State of South Carolina is **1901 Main Street, Suite 1500 in the city of Columbia. Registered agent at such address is R. William Metzger, Jr.**
- Location of principal office in South Carolina (street, city and county): **1401 Main Street, Suite M-100, Columbia, SC 29201**
- Date business commenced in South Carolina: **Upon Filing** Telephone # **803-461-1400**
- The corporation's books are in care of **Gary L. Williams** located at **1401 Main Street, Suite M-100, Columbia, SC 29201**
- Indicate date corporation closes its books: **December 31**
- If a professional corporation are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? **N/A**
- The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:

SSN	Name/Title	Business Address and Office
251-88-4314	Gary L. Williams / President	1401 Main Street, Suite M-100 Columbia, SC 29212
- The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
100,000	Common	
- The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
10,000	Common	

1. Fee due with this report	1.	\$25.00
2. Interest due	2.	\$
3. Penalty due	3.	\$
4. Total - Fee, Interest and Penalty (Make remittance payable to SC Department of Revenue)	4.	\$

AFFIDAVIT

I, the undersigned, principal officer of the corporation for which this return is made, declare that this return including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

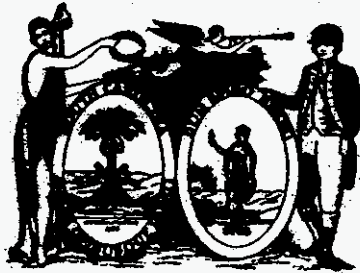
R. William Metzger, Jr., Esquire
This Return Prepared by

Gary L. Williams
Signature of Officer Authorized to Sign

Date _____

President
Title

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Existence**

I, Jim Miles, Secretary of State of South Carolina hereby certify that:

STRUCTUS TELESYSTEMS, INC.,

a corporation duly organized under the laws of the State of South Carolina on January 20th, 2000, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to Section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 20th day of January, 2000.

A handwritten signature in cursive script that reads "Jim Miles".

Jim Miles, Secretary of State

ATTACHMENT II
PROPOSED TARIFF

TITLE SHEET

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Structus TeleSystems, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Structus TeleSystems, Inc. ("Structus") within the State of Florida. Structus's principal offices are located at 1401 Main Street, Suite M100, Columbia, SC 29201. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

* - indicates those pages included with 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 another tariff location.
- N** - New
- R** - Change resulting in a reduction to a Customer's bill.
- T** - Change in text or regulation, but no change in rate or charge.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in its 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 the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
- 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 this sheet if these are the only changes made to it (i.e., the format, etc. remain 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

Access Line - An arrangement which connects the Customer's location to a Structus TeleSystems, Inc. switching center or designated point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Customer or End User - 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.

Company or Carrier - Structus TeleSystems, Inc. unless otherwise clearly indicated by the context.

Commission - The Florida Public Service Commission.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

FPSC - Florida Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LEC - Local Exchange Company.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Structus - Used throughout this tariff to mean Structus TeleSystems, Inc.

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 is used for the purpose of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Structus TeleSystems, Inc.

Structus's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Structus installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. Structus 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 Structus network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.2 Limitations

- 2.2.1 Service is offered in Equal Access areas only.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.3 Structus reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 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 connections.
- 2.2.5 All facilities provided under this tariff are directly controlled by Structus TeleSystems, Inc. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.7 Structus reserves the right to discontinue te offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company/

2.3 Use

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

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.4 Liabilities of the Company**

- 2.4.1** Structus's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** 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 copy-right 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.
- 2.4.4** No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.5 Deposits**

The Company does not collect deposits from its Customers.

2.6 Advance Payments

For Customers whom the Company feels an advance payment is necessary, Structus 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.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.9 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Structus. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Subject to the terms and conditions of contractual arrangements between the Customer and the company, the Customer may cancel service by providing 30 days notice to the Company.

2.12 Interconnection

Service furnished by Structus 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 Structus's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.13 Refusal or Discontinuance by Company**

Structus may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given 15 days notice to comply with any rule or remedy and deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Sections 2.5 and 2.6 of this Tariff for the Company's current Deposit and Advance Payment practices.)
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.
- (g) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.**2.13 Refusal or Discontinuance by Company, (Cont'd.)**

- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his 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.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (l) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For periods of inactivity over sixty (60) days.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier 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 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Tests, promotions, waivers, etc. will have specific starting and ending dates. All promotional programs will be filed with the Commission before they are implemented.

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-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 local exchange company access.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Structus provides direct dialed one plus and toll free inbound services for communications originating and terminating within the State of Florida under terms of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Timing of Calls

- 3.2.1 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.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in Section 4.
- 3.2.4 The company will not bill for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

3.3.1 Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.

3.3.2 Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

3.4 Special Access Channels

Special access channels (ie: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. Structus will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 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.)

3.6 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.)

3.7 Structus Direct Dial Service

Structus Direct Dial Service is offered to both business and residential Customers of the Company. All calls are billed in based upon the requirements of the Customer. Calls billed by Structus will be billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds. All LEC billed calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

3.8 Structus Toll Free Inbound Affinity Service

Structus Toll Free Inbound Affinity Service is available to Customers who receive Toll Free inbound (8xx) calls from within the State. This service permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Structus Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

3.9 Directory Assistance

Directory Assistance is available to Customers of Structus' long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.10 Travel Card Services

Card Service(s) allows a Customer to place a long distance call to any geographical area in the United States from an access line and receive the bill for said call(s) placed on an assigned calling card billing number. Calls are billed in six (6) second increments after an initial period, for billing purposes, of eighteen (18) seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.11 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's 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 4 - RATES**4.1 General**

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3 of this tariff.

Rates vary by mileage band, time of day, day of week, call duration and product type.

Customers are billed based on their use of Structus' long distance service. No installation charges or fixed monthly recurring charges apply. Volume discounts based on the customer's total monthly usage may apply.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge in an amount not to exceed that allowed under Florida statutes.

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SECTION 4 - RATES, (CONT'D.)

4.2 Time of Day Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM *	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM *	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM *	NIGHT/WEEKEND RATE PERIOD						

* to, but not including

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.

4.3 Holiday Rates

The evening rate applies to the following holidays unless a lower rate would normally apply.

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

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SECTION 4 - RATES, (CONT'D.)**4.4 Structus Intrastate Affinity Service****4.4.1 Structus Direct Dial Affinity Service per period rates**

		<u>Initial</u>	<u>Each Add'l.</u>
		<u>Minute</u>	<u>Minute</u>
(A)	Per Minute Rate (LEC Billed)	\$0.25	\$0.25
		<u>Initial</u>	<u>Each Add'l.</u>
		<u>18 Seconds.</u>	<u>6 Seconds</u>
(B)	Per Minute Rate (Direct Billed)	\$0.075	\$0.025
(C)	Monthly Recurring Charge		\$0.00

4.5 Directory Assistance
Rate Per Call

\$0.75

4.6 Travel Card Services
Per Call Surcharge:
Per Minute Rates:

\$0.00

\$0.1590

4.7 Public Telephone Surcharge
Rate per Call

\$0.30

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201FLi0000

SECTION 4 - RATES, CONT'D.**4.8 Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates.

4.9 Special Rates for the Handicapped**4.9.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.9.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.9.3 Telecommunications Relay Service

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

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

FLi0000

ATTACHMENT III
FINANCIAL STATEMENTS

EXHIBIT III - A

Structus TeleSystems, Inc.

Structus TeleSystems, Inc. ("Structus") is providing a copy of the March 31, 2000 Balance Sheet and Income Statement of its parent company, Structus Technologies, Inc., with its application as proof of the company's anticipated Florida revenue projections. This balance sheet shows that Structus is a start up company, inception date of 09/07/99, with minimal financial obligations. The company has total assets of \$3,332,003.

The Company has access to additional sources of cash via cash infusions from stockholders, sale of preferred stock and other equity financing sources. The Company also has access to credit financing sources via lines of credit, loans, capital leases on future purchases of equipment, etc. There are a myriad of options for the Company to obtain additional sources of cash. At this point, the Company does not anticipate needing to use any of these sources. The Company expects their financing to come from the profits of the operation once they are certificated from the Public Utility/Service Commissions.

Structus proposes to operate as a reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting it's Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that Structus has the managerial experience and entrepreneurial skill necessary to run the company.

Structus Technologies, Inc.
(A Development Stage Company)
Consolidated Balance Sheet
March 31, 2000

Assets

Current assets:

Employee advances receivable	\$ 250
Prepaid expenses and other current assets	3,369
Total current assets	<u>3,619</u>
 Property and equipment, net	 <u>3,328,384</u>
 Total assets	 <u><u>\$ 3,332,003</u></u>

Liabilities and stockholders' equity

Current liabilities:

Bank overdraft	\$ 46,403
Accounts payable and accrued liabilities	1,950,799
Short-term notes payable	509,777
Current portion of capital lease obligations	393,764
Total current liabilities	<u>2,900,743</u>

Capital lease obligations, net of current portion 789,816

Stockholders' equity:

Common stock, no par value, 1,000,000 shares authorized; 9,950 shares issued and outstanding	229,886
Deficit accumulated during the development stage	(588,442)
Total stockholders' equity	<u>(358,556)</u>

Total liabilities and stockholders' equity \$ 3,332,003

See Independent Accountants' Compilation Report.

Structus Technologies, Inc.
(A Development Stage Company)
Consolidated Statements of Operations

	Period from Inception (September 7, 1999)	
	Three Months Ended March 31, 2000	Through March 31, 2000
Revenues	\$ —	\$ —
Operating expenses:		
Network and product costs	4,341	4,341
Sales, marketing, general and administrative	134,750	585,031
Depreciation and amortization	2,546	2,546
Total operating expenses	141,637	591,918
Loss from operations	(141,637)	(591,918)
Other income (expense)	—	6,393
Interest expense	(2,702)	(2,702)
Net loss before income taxes	(144,339)	(588,227)
Income taxes	(215)	(215)
Net loss	\$ (144,554)	\$ (588,442)

See Independent Accountants' Compilation Report.

ATTACHMENT IV
MANAGERIAL AND TECHNICAL CAPABILITIES

STRUCTUS TECHNOLOGIES, INC.
Management Profiles

Gary Williams, the President and CEO of the Company along with the core management team worked together for three years to successfully start-up and deploy the first major ATM network, known as iSCAN, LP, for 23 independent telephone companies in South Carolina. Previously, Gary was with BellSouth for 26 years.

Gary started the company and grew it from 2 to 30 employees in two years. iSCAN, LP was the first ATM based service provider in South Carolina whose product line included frame relay, ATM native speed LAN Services, MPEG and H.323 video as well as T-1 emulation and voice over ATM. Under Gary's leadership iSCAN grew from one employee to over 30 in two years and was providing services to major accounts in South Carolina including the state government.

Structus has an excellent management team with direct knowledge and depth of experience in the telecommunications industry as well as managing/deploying ATM networks and associated services.

Margaret Hanson Costan, Chief Financial Officer, most recently served as senior financial officer with the Bank for Reconstruction and Development within the World Bank.

Janet Christy is currently Director of Business Development. Janet has over 20 years experience in telecommunications having served 17 years with BellSouth and three years with iSCAN, LP. At iSCAN, Janet served as the Director of Marketing and headed up the account team that won the broadband and voice contract from the State of South Carolina. Janet was responsible for product roll-outs and coordinated marketing efforts to the independent telephone companies owning iSCAN.

Dennis Dowdy is currently Director of Engineering-Community Services Network (CSN) responsible for all matters concerning the strategic partnership between Structus and CSN. Dennis held the position of Senior Manager-Network Control Center for iSCAN, LP. Dennis was responsible for the creation of iSCAN's network control center including facilities, selection of the network management system and all staffing. Dennis was also responsible for iSCAN's data center and advised the independent telephone company owners on NCC and test center deployment.

Todd Lee is currently Director of Network Support with responsibilities for the data center, network center and all operating support systems. He has twenty-three years experience in the telecommunications industry including voice, data and video technologies. Todd was Vice President-Telecommunications at Wachovia Bank. He was responsible for the fully integrated networks utilizing frame relay, ATM, ISDN, Internet and VPNs. He also had responsibility for a \$15 million annual budget in support of data processing hardware and network components. Todd was responsible for the installation of Wachovia's first digital data network, which now encompasses North Carolina, South Carolina and Georgia.



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Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

DEPOSIT DATE
D316 JUN 29 2000

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

RE: Initial Application and Tariff of **Structus TeleSystems, Inc.** for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

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

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Structus-TeleSystems, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 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 provided for that purpose.

Questions regarding this filing may be directed to my attention reached at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte

TECHNOLOGIES MANAGEMENT, INC. P.O. BOX 200 WINTER PARK, FL 32790-0200 (407) 740-8575	BANK OF AMERICA WINTER PARK, FL 32789 63-27631	26600
PAY TO THE ORDER OF <u>Florida Public Service Commission</u>		\$ **250.00
Two Hundred Fifty and 00/100*****		
Florida Public Service Commission Records & Reporting 2540 Shumard Oaks Blvd. Tallahassee, FL 32302-1500	DOCUMENT NUMBER-DATE 07866 JUN 28 8	DOLLARS Security features included. Details on back.
MEMO <u>Florida Public Service Commission</u>	FPSP-RECORDS & REPORTING 00 26600	 TECHNOLOGIES MANAGEMENT, INC.