

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

January 4, 2001

VIA OVERNIGHT DELIVERY

Blanca S. Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

010023-11

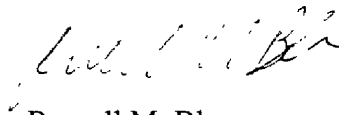
Re: Application of Domino Networks Communications, Inc. for Authority to Provide Interexchange Service in Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of Domino Networks Communications, Inc. ("DNC"), please find an original and six (6) copies of DNC's application for authority to provide interexchange service in Florida. Please find enclosed a check in the amount of \$250.00 to cover the filing fee for the application. Also enclosed, please find a separate envelope submitted under seal and bearing the appropriate markings, which contains DNC's confidential financial information submitted in support of this application.

Please date-stamp the enclosed extra copy and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Russell M. Blau
Michael J. Mendelson

Counsel for Domino Networks Communications, Inc.

Enclosure

cc: Woody Traylor

DOCUMENT NUMBER-DATE

00238 JAN-5 01

FPSC-RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form For Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ 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 Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Domino Networks Communications, Inc. ("DNC" or "Applicant")

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

Domino Networks Communications, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

Domino Networks Communications, Inc.

2950 Gallows Road

Falls Church, VA 22042

Telephone: (571) 226-1434 Facsimile: (571) 226-1350

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

DNC does not presently have an office established in Florida.

6. 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.

7. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" 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 individual**, provide:

Name: NOT APPLICABLE.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

NOT APPLICABLE.

10. **If foreign corporation**, provide proof of authority to operate in Florida:

Copies of DNC's Certificate of Incorporation and Certificate of Authority to Transact Business in Florida are attached as Exhibit 1.

(a) **The Florida Secretary of State corporate registration number:**

DNC's corporate registration number is F00000007075.

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

NOT APPLICABLE. DNC will not use a fictitious or d/b/a name.

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

NOT APPLICABLE.

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: NOT APPLICABLE.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** NOT APPLICABLE.

15. Provide **F.E.I. Number** (if applicable): 54-2012433

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() **YES** () **NO**

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

DNC will directly bill its customers for telecommunications services

provided in Florida.

17. Who will receive the bills for your service?

- | | | | |
|-------------------------------------|----------------------------------|-------------------------------------|---------------------------|
| <input 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 and Motels | <input type="checkbox"/> | Hotel and Motel Guests |
| <input type="checkbox"/> | Universities | <input type="checkbox"/> | Univ. Dormitory Residents |
| <input checked="" type="checkbox"/> | Other: (specify) <u>Carriers</u> | | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Russell M. Blau and Michael J. Mendelson

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, D.C. 20007-5116

Telephone No.: (202) 295-8338 **Fax No.:** (202) 424-7645

Internet E-Mail Address: rmblau@swidlaw.com; mjmendelson@swidlaw.com

Internet Website Address: www.swidlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: Woody Traylor

Title: Vice President of Regulatory Affairs

Address: 2950 Gallows Road

City/State/Zip: Falls Church, VA 22042

Telephone No.: (571) 226-1434 **Fax No.:** (571) 226-1350

Internet E-Mail Address: wtraylor@bbo.com

Internet Website Address: n/a

(c) Complaints/Inquiries from customers:

Name: Woody Traylor

Title: Vice President of Regulatory Affairs

Address: 2950 Gallows Road

City/State/Zip: Falls Church, VA 22042

Telephone No.: (571) 226-1434 **Fax No.:** (571) 226-1350

Internet E-Mail Address: wtraylor@bbo.com

Internet Website Address: n/a

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

As a newly-formed company, Applicant is not currently authorized to operate as an interexchange telecommunications company in any state.

(b) has applications pending to be certificated as an interexchange telecommunications company.

Applicant is currently in the process of obtaining certification to provide interexchange services in Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, and Washington. Applicant's affiliate, Domino Networks Communications of Virginia, Inc., is currently in the process of obtaining certification to provide interexchange services in the Commonwealth of Virginia.

(c) is certificated to operate as an interexchange telecommunications company.

Applicant is not certificated to operate as an interexchange telecommunications company in any state.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Applicant has not been denied authority to operate as a telecommunications service provider, nor is any such action pending.

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

No.

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

No.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

None of DNC's officers, directors, or ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime, nor are any such proceedings pending.

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

Johnson Agogbua, President and CEO of DNC, is currently an officer of BroadBand Office Communications, Inc., which is certificated in Florida to provide Alternative Local Exchange Service (Cert. No. 7344) and Interexchange Service (Cert. No. 7508).

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. _____

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

b. _____

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

c. _____

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

d. _____

MTS for pay telephone service providers

e. _____

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

f. _____

800 Service (toll free)

g. _____

WATS-type Service (bulk or volume discount)

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. _____

Private Line Services (channel services)

(For ex. 1.544 mbs., DS-3, etc.)

i. _____

Travel Service

- Method of access is 950
- Method of access is 800

j. _____

900 Service

k. _____

Operator Services

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

l. _____

Services included are:

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

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).
Please see Exhibit 2.

23. Submit the following:

A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit 4.

B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Please see Exhibit 4.

C. Financial capability.

Please see Exhibit 3.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit 3.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 3.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 3.

EXHIBITS

EXHIBIT 1	Articles of Incorporation and Certificate of Authority
EXHIBIT 2	Price List
EXHIBIT 3	Financial Qualifications Written Statement and Financial Statements
EXHIBIT 4	Managerial and Technical Capability


THIS PAGE MUST BE COMPLETED AND SIGNED

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 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL

Woody Traylor
Print Name


Signature

Vice President of Regulatory Affairs
and Assistant Secretary
Title

12-21-2000
Date

(703) 641-6314
Telephone Number

(703) 641-6095
Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

THIS PAGE MUST BE COMPLETED AND SIGNED

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 provided in one of the following ways (applicant, please / check one):

() The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

() The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL

Woody Traylor
Print Name


Signature

Vice President of Regulatory Affairs
and Assistant Secretary
Title

12-21-2000
Date

(703) 641-6314
Telephone Number

(703) 641-6095
Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

Woody Traylor
Print Name

Woody Traylor
Signature

Vice President of Regulatory Affairs
and Assistant Secretary
Title

12-21-2001
Date

(703) 641-6314
Telephone Number

(703) 641-6095
Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** () previously provided intrastate telecommunications in Florida.


If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL

Woody Traylor
Print Name


Signature

Vice President of Regulatory Affairs
and Assistant Secretary
Title

10-21-2000
Date

(703) 641-6314
Telephone Number

(703) 641-6095
Fax No.

Address: 2950 Gallows Road
Falls Church, VA 22042

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

*** NOT APPLICABLE. DNC IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) _____,

(Title) _____ of

(Name of Company) _____

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL

Print Name

Signature

Title

Date

Telephone Number

Fax No.

Address: _____

EXHIBIT 1

Articles of Incorporation and Certificate of Authority

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DOMINO NETWORKS COMMUNICATIONS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3316307 8100

001630490



A handwritten signature in cursive script that reads "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 0861812

DATE: 12-18-00

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF**

DOMINO NETWORKS COMMUNICATIONS, INC.

Domino Networks Communications, Inc., a corporation organized and existing under and by virtue of the laws of the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Domino Networks Communications, Inc (the "Corporation"). The Corporation filed its original Certificate of Incorporation with the Secretary of State of the State of Delaware on November 14, 2000.
2. This Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Corporation's Certificate of Incorporation and (i) was duly adopted by the sole member of the Board of Directors in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware (the "DCGL"), (ii) was declared by the Board of Directors to be advisable and in the best interests of the Corporation and was directed by the Board of Directors to be submitted to and be considered by the sole stockholder of the Corporation for approval by the affirmative vote of such stockholder in accordance with Section 242 of the DCGL and (iii) was unanimously adopted by the sole stockholder by a written action in lieu of a meeting of the sole stockholder in accordance with the provisions of Sections 228 and 242 of the DCGL and in accordance with the terms of the Corporation's Certificate of Incorporation in effect prior to the effective time hereof.

RESOLVED: That the Corporation's Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST The name of the Corporation is: Domino Networks Communications, Inc.

SECOND The address of its registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD The nature of the business or purposes to be conducted or promoted by the Corporation is as follows:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, \$0.01 par value per share.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders

of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of Delaware.

FIFTH In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot.
2. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

SIXTH Except to the extent that the General Corporation Law of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

SEVENTH The Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Common Stock:

1. authorize or issue any other equity security, including any other security convertible into or exercisable for any equity security, having a preference over, or being on a parity with, the Common Stock, including, without limitation, with respect to dividends, redemption or voting rights or upon liquidation;
2. effect any reclassification or other change of any stock, or other recapitalization of the Corporation, or any voluntary liquidation, dissolution or winding up of the Corporation;
3. declare or pay any dividends on Common Stock;
4. amend or waive any provision of the Corporation's Certificate of Incorporation or Bylaws in a manner that adversely affects the holders of Common Stock;
5. sell, convey or otherwise dispose of or encumber (other than pursuant to a credit arrangement in the ordinary course of business) all or substantially all of its assets or business or merge into or consolidate with any other entity (other than a wholly owned subsidiary corporation) or effect any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of; or
6. redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share of Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment.

EIGHTH The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of an Indemnitee in connection with such action, suit or proceeding and any appeal therefrom.

As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee.

In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, the Corporation shall pay in advance of the final disposition of such matter any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article, which undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment; and further provided that no such advancement of expenses shall be made if it is determined that (i) the Indemnitee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, the Indemnitee had reasonable cause to believe his conduct was unlawful.

The Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. In addition, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

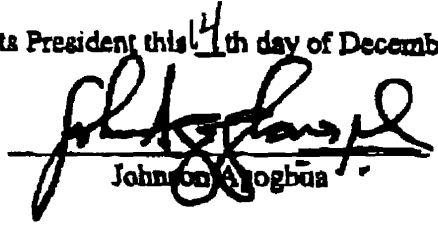
All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (a) a majority vote of the directors of

the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation), or (d) a court of competent jurisdiction.

The indemnification rights provided in this Article (i) shall not be deemed exclusive of any other rights to which an Indemnitee may be entitled under any law, agreement or vote of stockholders or disinterested directors or otherwise, and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

NINTH The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its President this 14th day of December, 2000.


Johnson Agobua

State of Florida



Department of State

I certify from the records of this office that DOMINO NETWORKS COMMUNICATIONS, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on December 20, 2000.

The document number of this corporation is F00000007075.

I further certify that said corporation has paid all fees due this office through December 31, 2000, 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
Twenty-first day of December, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 21, 2000

SUSIE KNIGHT
CSC
TALLAHASSEE, FL

Qualification documents for DOMINO NETWORKS COMMUNICATIONS, INC. were filed on December 20, 2000 and assigned document number F00000007075. 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/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: 000A00063996

Account number: 072100000032

Amount charged: 87.50

**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. Domino Networks Communications, 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. Delaware 3. 54-2012433
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. November 14, 2000 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

c/o General Counsel, 2950 Gallows Road
7. Falls Church, VA 22042

(Principal office address)
2950 Gallows Road, Falls Church, VA 22042

(Current mailing address)
Assembly, engineering, creation, development, construction and operation of a national and local telecommunications network. To engage in any act or activity for which corporations may be organized.

8. _____
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. **Name and street address of Florida registered agent:** (P.O. Box or Mail Drop Box **NOT** acceptable)

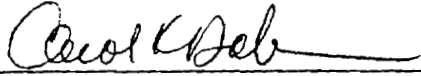
Name: Corporation Service Company

Office Address: 1201 Hays Street

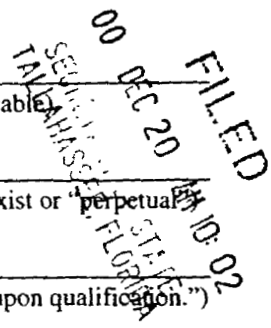
Tallahassee, Florida 32301
(City) (Zip code)

10. Registered agent's 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 obligations of my position as registered agent.

Corporation Service Company
By: 
(Registered agent's signature)
Carol K. Dolor, Asst. VP

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.



Business addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

FILED
00 DEC 20 AM 10:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. OFFICERS

President: See attached officers/directors rider

Address: _____

Vice President: _____

Address: _____

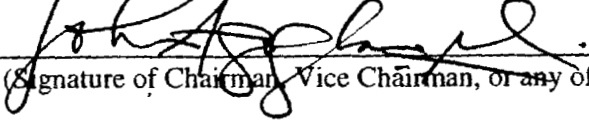
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

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

3.  12/14/00
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

1. Johnson Agogbua, President
(Typed or printed name and capacity of person signing application)

OFFICERS/DIRECTORS RIDER

AZ-Application for Authority To Transact Business in AZ

Domino Networks Communications, Inc.

List of Officers

Name: Johnson Agogbua **Title:** Pres./CEO
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

Name: Liran Gordon **Title:** VP/Treas/Sec.
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

List of Directors

Name: Johnson Agogbua **Term:** Nov 15, 2001
Bus. Addr.: 2950 Gallows Road, Falls Church, VA 22042

FILED
00 DEC 20 AM 10:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT 2

Price List

Facilities-Based and Resold Message Toll Telecommunications Services

This Tariff applies to the Facilities-Based and Resold Message Toll Telecommunications Services furnished by Domino Networks Communications, Inc. between one or more points in 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 Domino Networks Communications, Inc.'s principal place of business.

Issued: January 5, 2000

Effective:

Issued by:

Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, Virginia 22042

CHECK SHEET

The pages of this Tariff 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.

<u>Page No.</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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12	Original
13	Original
14	Original
15	Original
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23	Original
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28	Original

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Falls Church, Virginia 22042

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Falls Church, Virginia 22042

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Falls Church, Virginia 22042

SYMBOLS

- (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. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2. 1. 1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I. (i).
 - 2.1.1.A.1.(a).I. (i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User:

The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

Business Hours:

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Business Office:

The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2950 Gallows Road, Falls Church, VA 22042.

Company:

Refers to Domino Networks Communications, Inc. or "DNC".

Commission:

The Florida Public Service Commission, the regulating entity within the State of Florida.

Customer:

Means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Holiday:

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (ICB):

Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Interruption:

The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access Transport Areas ("LATA"):

A geographical area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Service:

Means any telecommunications services) provided by the Carrier under this tariff.

Station:

Means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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SECTION I - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)
Time period:

Means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

Rate Periods	From	To, but not including	Days
Weekdays	8:00 am	5:00 pm	Monday-Friday
Evenings	5:00 pm	11:00 pm	Monday-Friday
	5:00 pm	11:00 pm	Sunday
Night/Weekends	11:00 pm	8:00 pm	Monday-Sunday
	8:00 am	5:00 pm	Saturday-Sunday

 Issued: January 5, 2000

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 Vice President of Regulatory Affairs
 Domino Networks Communications, Inc.
 2950 Gallows Road
 Falls Church, Virginia 22042

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff applies to interexchange telecommunications services furnished by Domino Networks Communications, Inc. (Company) between various locations within the State of Florida in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

2.2. Undertaking of Company

Company undertakes to provide telecommunications services within the State of Florida on the terms and conditions and the rates and charges specified herein.

2.3. Application for Services

2.3.1. Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2. Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3. In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4. Individual Case Basis (ICB) Arrangements:

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Section 3.3. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5. Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

2.6. Advanced Payments

2.6.1. Advanced Payments: At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2. Deposits: The Company does not require a deposit from the Customer.

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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8. Interruption of Service

2.8.1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Section 2.17 herein. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.8.2. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.8.3. The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

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

"A" - outage time in hours

"B" - total hours in month

"C" - total monthly charge for affected facility

2.9. Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10. Method of Service of Notices

2.10.1. Notice by Company: Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.10.2. Notice by Customer: Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.11. Rendering and Payment of Bills

2.11.1. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

2.11.2. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.

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Effective:

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11. Rendering and Payment of Bills (Contd)

- 2.11.3. Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to Section 2.11.2., the Company considers Customer payments delinquent, if received after the due date.
- 2.11.4. If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.11.5. Bills that remain unpaid beyond the due date on the bill per Section 2.11.2. or Section 2.11.3., or beyond the payment due date per Section 2.11.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.11.6. When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.11.7. Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.12. Disputed Bills**

- 2.12.1. Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five(5) days.
- 2.12.2. In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.12.3. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

2.13. Discontinuance and Restoration of Service**2.13.1. Discontinuance by Customer**

- 2.13.1.1. A Customer may discontinue services) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- 2.13.1.2. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charges upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- 2.13.1.3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- 2.13.1.4. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative interexchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13.2. Discontinuance by Company

2.13.2.1. Company will follow the appropriate state requirements:

- (a) Company may discontinue services under the following circumstances:
 - (i) Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
 - (iii) An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.
 - (iv) Customer's failure to post a required deposit or guarantee.
 - (v) In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (b) The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13.2. Discontinuance by Company (Cont'd)

2.13.3. Notice for Disconnection under Section 2.13.2.1

2.13.3.1. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.

2.13.3.2. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.13.4. Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashier's check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

2.14. Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.15. Information to be Provided to the Public

- 2.15.1. Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.
- 2.15.2. Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.
- 2.15.3. Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.
- 2.15.4. Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

2.16. Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner as is reasonably practicable.

2.17. Limitations of Liability

- 2.17.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

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Issued by:

Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
Falls Church, Virginia 22042

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17. Limitations of Liability (Cont'd)

- 2.17.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.17.3. The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.17.4. The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.17.5. The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17. Limitations of Liability (Cont'd)

- 2.17.6. The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.17.7. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.17.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.17.9. The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17. Limitations of Liability (Cont'd)

- 2.17.10. The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.17.11. The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.17.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.17.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17. Limitations of Liability (Cont'd)

2.17.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.18. Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

2.19. Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

2.20. Abuse and Fraudulent Use of Service

2.20.1. Service shall not be used for any purpose in violation of law.

2.20.2. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.21. "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services, unless expressly requested not to by the Customer in writing. Company will not impose a charge for blocking.

2.22. Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's services) or other third party charges to Customer's services) resulting from the origination of calls to points outside the state and for all charges or calls billed to the Customer's number.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.23. Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Company may reassign telephone numbers of Customers 30 days from the date of discontinuance or disconnection of service.

2.24. Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

2.25. Request for Old Bill

Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received. Company will not provide a second copy of a bill that is over four (4) years old.

2.26. Change of Service Providers

The Company will not terminate service to a Customer enrolled on another interexchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

2.27. Non-Published Service

Upon a Customer's request, Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. The Company shall release information only in response to legal process or to authorized governmental agencies.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from an access line owned or leased by the Company to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customers Local Calling Area but within the State of Florida.

3.2. Promotional Offerings

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

3.3. Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the Customer pursuant to Commission rules for such arrangements.

3.4. Special Rates For The Handicapped

3.4.1. 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.

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Domino Networks Communications, Inc.
2950 Gallows Road
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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.5. Timing of Calls

3.5.1. When Billing Charges Begin and End for Phone Calls

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

3.5.2. Chargeable time does not include time lost because of faults or defects in the connection.

3.5.3. Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond one (1) minute are billed in six (6) second increments.

3.5.4. Per Call Billing Charges

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

3.5.5. Uncompleted Calls

There shall be no charges for uncompleted calls.

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Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.
2950 Gallows Road
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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.6. Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square root of:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.7. Minimum Call Completion Rate

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

3.7.1. 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.

3.7.2. 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.

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2950 Gallows Road
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SECTION 4 - DESCRIPTION OF RATES AND CHARGES**4.1. Description of Rates and Charges for Message Toll Service:**

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

4.1.1. The following rates apply on a per minute basis to all direct dialed calls:

	<u>Per MOU</u>
Message Toll Service Originating	\$ 0.10

4.1.2. Company makes no distinctions between rates for days, evenings, and weekends.

4.1.3. Timing of Messages

4.1.3.1 Chargeable time begins when connection is established between the calling station and the called station.

4.1.3.2 Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

4.1.3.3 Chargeable time does not include time lost because of faults or defects in the connection.

4.2. Prescribed Interexchange Carrier Charge:

Customers may presubscribe RLES local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line	\$ 5.00
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 Vice President of Regulatory Affairs
 Domino Networks Communications, Inc.
 2950 Gallows Road
 Falls Church, Virginia 22042

EXHIBIT 3

(Confidential Treatment Requested)

Financial Qualifications Written Explanations and

Financial Statements

EXHIBIT 3

**Domino Networks Communications, Inc.
FINANCIAL STATEMENTS
CONFIDENTIAL**

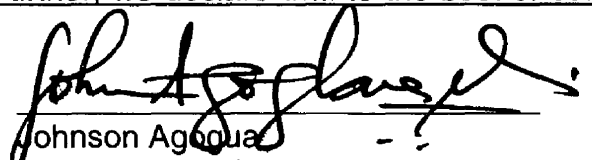
A

Financial Qualifications Written Explanation

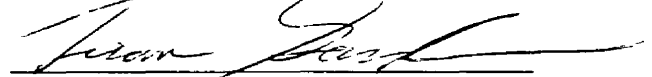
DNC is financially qualified to render the services proposed herein. DNC was formed initially as a subsidiary of BroadBand Office Communications, Inc. ("BBOC") which was authorized by this Commission to provide local and interexchange telecommunications services. The management of BBOC recently determined to separate BBOC and its assets and personnel into two companies, with DNC acquiring the assets and personnel used to provide metropolitan and long-haul network services. Therefore, DNC is taking over an on-going operation of a portion of BBOC's telecommunications business and will continue to operate that business as an on-going concern. DNC also has received additional capital investment that will enable it to operate and expand the network it receives from BBOC. Because DNC was formed recently, it does not have audited financial statements at this time. In demonstration of its financial qualifications, DNC has attached hereto as a part of Exhibit 3 its latest financial statements demonstrating that DNC has access to sufficient financial resources to provide the proposed telecommunications services in Florida.

The exhibit is being offered to demonstrate DNC's financial ability to provide the proposed services. DNC possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application.

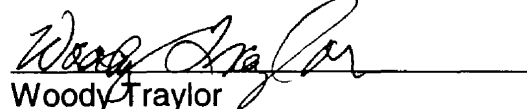
Pursuant to Commission rules, by our signatures below we, the undersigned chief executive officers of DNC, attest to the accuracy of DNC's financial statements included in this Exhibit 3 to the Application. Further, we declare that to the best of our knowledge the information is true and correct.



Johnson Aguiar
President and Chief Executive Officer
Domino Networks Communications, Inc.



Liran Gordon
Vice President, Secretary and Treasurer
Domino Networks Communications, Inc.



Woody Traylor
Vice President of Regulatory Affairs
Domino Networks Communications, Inc.

EXHIBIT 4

Managerial and Technical Qualifications

Johnson Agobua - President

As President of Domino Networks Communications, Inc., Johnson Agobua will use his 11 years of management experience to make the company a leading telecommunications service provider.

Johnson Agobua also currently serves as President of Domino Networks, Inc., the parent company of Domino Networks Communications, Inc., a Kleiner, Perkins, Caufield and Byers and Broadband Office, Inc. funded company.

Prior to Domino Networks Communications, Inc., Mr. Agobua served as Vice President of Engineering for Broadband Office Communications, Inc. He also previously served as Director of Global Network Engineering and Architecture at UUNET, an MCI Worldcom Company. In that capacity, he led the engineering effort that converted UUNET's network from a sparse T1/T3 infrastructure into the largest commercial Internet backbones in the world. Under his direction, his organization made many significant innovations in Internet network architecture and the advancement of Multiprotocol Label Switching (MPLS). They were also the acknowledged industry leaders in Internet traffic engineering. He joined UUNET in 1996 with responsibility for both Network Engineering and Network/Systems Management.

Before joining UUNET in February of 1996, Mr. Agobua served as Vice President of Advanced Network Engineering and Technology in the Business Technology Organization at Salomon Inc. (now Salomon Smith Barney). At Solomon Inc., Mr. Agobua was responsible for development of the trading floor networks and campus ATM infrastructure. Prior to Salomon, Inc., he was a member of technical staff at AT&T, where he worked on a number of projects including: AT&T's Global IP network, Wideband Packet Technology requirements, Network Management infrastructure for AT&T's internal IP and Asynchronous networks.

Johnson Agobua received his B.S. in Electrical Computer Engineering from Drexel University in 1988.

Woody Traylor - Vice President of Regulatory Affairs

Woody Traylor currently serves as the Vice President of Regulatory Affairs of Domino Networks Communications, Inc. Communications, Inc. With 30 years of telecommunications experience, Mr. Traylor will manage company activities on state and federal regulatory matters.

Before he joined Domino Networks Communications, Inc., Mr. Traylor was Vice President of Regulatory Affairs of Broadband Office Communications, Inc. In that position, Mr. Traylor was responsible for CPCN acquisition, interconnection agreement adoption, and tariff development. Prior to that position, Mr. Traylor was Director of Numbering Policy and Administration at

MCIWorldCom. In 1990, Mr. Traylor joined WorldCom as executive staff in the management and representation of MCI's interests in national industry standards in the areas of network interconnection, signaling standards, and numbering issues. Since 1995, he has served as MCI's primary technical advocate and policy counsel in the areas of numbering, including Local Number Portability advocacy, NPA relief positions and number conservation matters.

Prior to joining MCIWorldCom in April of 1990, Mr. Traylor spent seven years with Bell Atlantic. Initially, Mr. Traylor performed Outside Plant Planning functions for the Virginia Beach area, where he was instrumental in the initial fiber loop feeder deployment in Virginia. From 1987 to 1990, he served on corporate staff in Technology Planning representing Bell Atlantic in national forums in areas of network interconnection and SS7 deployment issues.

From December of 1979 to July of 1983, Mr. Traylor was an independent Financial Planner responsible for designing and marketing employee benefit plans and individual plans for several closely-held Corporations and Professional Corporations.

Mr. Traylor also worked for the C&P Telephone Company of Virginia from June of 1970 to November of 1979. He served in numerous positions including Network Administration staff responsible for administrative support for Electro-Mechanical switching systems; Personnel Assessment to determine appropriateness and readiness of candidates for promotion into management for the company; and Trunk Servicing/Administration and DDD completion results for the western portion of Virginia.

Woody Traylor received BS degrees in Mathematics, Sociology and Physics from University of Richmond in 1971. He also holds his MS in Demography and Statistics from Florida State University in 1973.

A. Martin Hakim Din - Vice President of Operations

A. Martin Hakim Din brings 10 years of telecommunications experience in operations, implementation and engineering in an Internet environment. Since 1999, Mr. Hakim Din has served as Director of Operations and Network Implementation with Broadband Office Communications, Inc. From 1994 to 1999, he served in both a technical and managerial role through the design, implementation and operation of the global internet backbone of UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services.

Mr. Hakim Din has helped to create the Broadband Office Communications network which is now in operation in many states. Prior to his time with Broadband Office Communications, he built and operated the UUNET DS3 network, created and managed the UUNET internet operations escalation team, and developed new customer architectures. During his time in UUNET Network Operations, he had oversight responsibility for all new technology approval, maintenance, problem management, subject matter expertise, and vendor relations.

Mr. Hakim Din holds a B.S. in Physics from the College of William and Mary.

Charles Meyer - Director of Construction Facility Services

After thirteen years in the technology & telecommunications industries, Charles Meyers will contribute to the designing and building of the hi-tech centers and infrastructure systems to develop the Domino Networks Communications network.

Prior to joining his current position, Mr. Meyer was Director of Construction and Technology at Broadband Office Communications. Before his time with BBOC, he was Senior Manager at UUNet Technologies, an MCIWorldcom Company, for several years. He was responsible for overseeing the technology & infrastructure installations at their new world headquarters.

Mr. Meyer also spent nine years with Salomon Brothers Inc., where he served in varying capacities. His position at Salomon Brothers included telecommunications roles regarding the design, build, renovation, and relocation of branch offices in the U.S, Canada, and Mexico. Mr. Meyer served as a project manager for construction activities at Merck-Medco and Cantor Fitzgerald.

Charles Meyer received his training in the computer sciences from Seton Hall University. Mr. Meyer is a member of the Loudoun County Telecommunications Committee and sits on the Board of Directors for the Mid-Atlantic Chapter of the 7X24 Exchange Association.

William W. Barns - Director of Infrastructure Engineering

William W. Barns has over 24 years experience in the development of packet-based networks in both the private and public sectors. At Domino, he will have primary responsibility for assessment and selection of technologies to be used in the Domino network. Prior to joining Domino Networks Communications, he was Director of Infrastructure Engineering for Broadband Office Communications, Inc. Before BBOC, Mr. Barns was Director of Technology and Standards for UUNet Technologies, an MCI Worldcom Company, a leading global provider of Internet communications services. At UUNET he was responsible for network architecture standards, emerging technologies evaluations, and strategic development of network expansions to accommodate massive growth of IP-based services. He was a key architect and designer of several generations of the UUNET global backbone network.

Before joining UUNET in 1995, William Barns was with The MITRE Corporation from 1988 to 1995. He led the network design group in the Networking Technical Center, which provided consulting services to several major U.S. Government network projects, including the Defense Information Systems Network and the FAA's Aeronautical Telecommunications Network.

From 1976 to 1988, Mr. Barns held a variety of engineering and technical management positions with the U.S. Air Force, Electronic Data Systems Corporation, Tymshare/Tymnet, and McDonnell Douglas Corporation.

Mr. Barns holds a BS in Statistics and Computer Science from the George Washington University.

Kenneth R. Frank - Senior Vice President Network

As Senior Vice President Network, Kenneth R. Frank will be responsible for all facets of Domino Network Communications' network development and its deployment.

Prior to joining Domino Networks Communications, Mr. Frank served as Director of Product Development of Broadband Office Communications. Before that position, he served seven years with BellSouth Science and Technology in various technical management positions. He began at BellSouth in 1993 as technical staff in as technical staff in Advanced Network Architecture where he was responsible for developing service concepts and architecture strategies.

In January of 1997, Mr. Frank became Director of Advanced Data Networking at BellSouth. As Director, he managed ADSL and IP Telephony technology planning and implementation, provided lead architecture support for the ADSL architecture and deployment activities, and represented BellSouth in industry Splitterless ADSL Special Interest Group (SIG). Microsoft, Intel, and Compaq initiated SIG to focus on achieving mass consumer acceptance of high-speed data access utilizing ADSL technology.

Finally, Mr. Frank served as the Director of Advanced Network Architecture and Concepts at BellSouth. At BellSouth, he provided strategic planning support for data networking initiatives and managed the technical data strategy group. Mr. Frank also was responsible for the technical architecture, vendor analyses and implementation support for all advanced data services, including Voice/ATM (line and trunk) implementations, state government architectures, video conferencing, Fast Packet services (ATM and Frame Relay), IP/ATM technologies, ADSL and FTTC access systems. Mr. Frank was selected in 1997 to the BellSouth Leadership Development Program.

Before joining BellSouth, Mr. Frank worked as technical staff in 5ESS Systems Engineering at AT&T Bell Laboratories from 1989 to 1993, where he co-authored 5ESS Switch Advanced Intelligent Network R0.1 Feature Specification Document and was selected to Bell Laboratories' Leadership Continuity Program.

Kenneth Frank received his B.S. in Computer Science from University of Southern California in 1989. Mr. Frank has also obtained two M.S. degrees: one in computer science from Stanford University in 1990, and the other in business administration from Emory University in 1998.