

# Aventura Networks, Inc.

2875 N.E. 191<sup>st</sup> Street  
Turnberry Plaza, Suite 509  
Aventura, FL 33180  
Telephone: 305-937-2000 Telecopier: 866-258-6060  
www.AventuraNetworks.com

May 31, 2001

Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

010806-TI

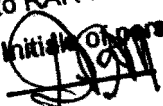
RE: Tariff Application

Dear Sir or Madam:

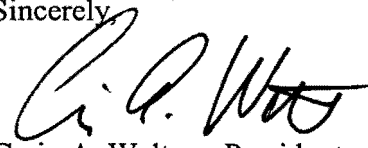
Enclosed please find the original and six (6) copies of the following documentation in support of the application of Aventura Networks, Inc. for Authority to Provide Telecommunications Services within the State of Florida:

1. Executed Application for Authority To Provide Interexchange Telecommunications Services Within The State Of Florida.
2. Resold Telecommunications and Debit Card Services Tariff in support of Application For Authority To Provide Interexchange Telecommunications Services Within The State Of Florida
3. Exhibit A – Managerial Capability documentation.
4. Exhibit B – Technical Capability documentation.
5. Exhibit C – Financial Capability documentation.
6. A check in the amount of \$250 for the Application Fee.

Please contact the undersigned at the above address and telephone number if there is any further documentation that is required in support of our Tariff Application. Thank you for your assistance in this matter.

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


Sincerely



Craig A. Waltzer, President  
Aventura Networks, Inc.

DOCUMENT NUMBER-DATE

07001 JUN-5

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

D10806-TI

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of 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 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:

AVENTURA NETWORKS, INC.

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

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

2875 N.E. 191<sup>ST</sup> STREET  
Suite 509  
AVENTURA, FL 33180

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

Aventura Networks, Inc.  
2875 NE 191 Street, Suite 509, Aventura, Florida 33180

6. Select 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 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;

- |                         |                         |
|-------------------------|-------------------------|
| ( ) Individual          | ( ✓ ) Corporation       |
| ( ) Foreign Corporation | ( ) Foreign Partnership |
| ( ) General Partnership | ( ) Limited Partnership |
| ( ) Other _____         |                         |

8. **If individual**, provide:

Name: \_\_\_\_\_  
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:  
099A00000862

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

(a) The Florida Secretary of State Corporate Registration number:  
\_\_\_\_\_

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:  
\_\_\_\_\_

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

(a) The Florida Secretary of State registration number: \_\_\_\_\_

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

Name: \_\_\_\_\_

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:** \_\_\_\_\_

15. Provide **F.E.I. Number** (if applicable): 65-0903166

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?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will receive the bills for your service?

- Residential Customers                       Business Customers  
 PATs providers                                       PATs station end-users  
 Hotels & motels     Hotel & motel guests  
 Universities                                       Universities dormitory residents  
 Other: (specify) \_\_\_\_\_

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

(a) The application:

Name: CRAIG A. WALTZER

Title: PRESIDENT

Address: 2825 N.E. 191 ST STREET, Suite 509  
City/State/Zip: AVENTURA, FL 33180

Telephone No.: 305-937-2000 Fax No.: 866-258-6060

Internet E-Mail Address: CRAIG@AVENTURA NETWORKS.COM

Internet Website Address: WWW.AVENTURA NETWORKS.COM

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

Name: CRAIG A. WALTZER

Title: PRESIDENT

Address: 2875 N.E. 191<sup>ST</sup> STREET, SUITE 509  
City/State/Zip: AVENTURA, FL 33180

Telephone No.: 305-939-2000 Fax No.: 866-258-6060

Internet E-Mail Address: CRAIG@AVENTURA NETWORKS.COM

Internet Website Address: WWW.AVENTURA NETWORKS.COM

(c) Complaints/Inquiries from customers:

Name: CRAIG A. WALTZER

Title: PRESIDENT

Address: 2875 N.E. 191<sup>ST</sup> STREET, SUITE 509  
City/State/Zip: AVENTURA, FL 33180

Telephone No.: 305-939-2000 Fax No.: 866-258-6060

Internet E-Mail Address: CRAIG@AVENTURA NETWORKS.COM

Internet Website Address: WWW.AVENTURA NETWORKS.COM

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

NONE

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

NONE AT PRESENT



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

None

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

None

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

None

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

None

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.

No

(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.

U.S. Digital, Inc. - CFO - Resigned 10/98

Miracle Communications, Inc. - President - Sold Company 5/2000

21. The applicant will provide the following interexchange carrier services  (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

1. **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).

23. Submit the following:

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

**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.

**C. Financial capability.**

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

**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 its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

CRAIG A. WALTZER  
Print Name

C. A. WALTZER  
Signature

President  
Title

MAY 31, 2001  
Date

305-937-2000      866-258-6060  
Telephone No.      Fax No.

Address: Aventura Networks, Inc.  
2875 N.E. 191<sup>ST</sup> STREET  
Suite 509  
Aventura, FL 33180

**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:

CEAIG A WALTZER  
Print Name

President  
Title

305-931-2000  
Telephone No.

Address:

Aventura Networks, Inc.  
2875 N.E. 191<sup>ST</sup> STREET  
Suite 589  
Aventura, FL 33180

C. A. Waltzer  
Signature

MAY 31, 2001  
Date

866-258-6060  
Fax No.

**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 telecommunications 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:

<u>Craig A. Waltzer</u> Print Name	<u>C. A. Waltzer</u> Signature
<u>President</u> Title	<u>May 31, 2001</u> Date
<u>305-937-2000</u> Telephone No.	<u>866-258-6060</u> Fax No.

Address: Aventura Networks, Inc.  
2825 N.E. 151<sup>st</sup> STREET  
Suite 509  
Aventura, FL 33180



**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:

Craig A Waiter  
Print Name

President  
Title

305-931-2000  
Telephone No.

Address:

Aventura Networks, Inc.  
2815 N.E. 191<sup>ST</sup> STREET  
Suite 509  
Aventura, FL 33180

C. A. Waiter  
Signature

5/31/01  
Date

866-258-6060  
Fax No.

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

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:

*Not Applicable*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **Aventura Networks, Inc.**

2875 N.E. 191<sup>st</sup> Street  
Turnberry Plaza, Suite 509  
Aventura, FL 33180  
Telephone: 305-937-2000      Telecopier: 866-258-6060  
www.AventuraNetworks.com

## **EXHIBIT A**

### **MANAGERIAL CAPABILITY**

#### **Company History**

Mr. Craig A. Waltzer is a Florida licensed Certified Public Accountant, founder and Chief Operating Officer of the Company formerly known as International Bell Network Inc., a Florida corporation that was incorporated on January 6, 1999. In January 2001, Mr. Waltzer recognized the opportunity available with Voice over Internet Protocol (VoIP) gateways and the prospect that their deployment and implementation would entail. To embrace this opportunity, the former International Bell Network, Inc. was renamed in February of 2001 to accurately depict its current mode of operations. The name change was filed with the Florida Secretary of State on February 20, 2001.

#### **President and Chief Operating Officer**

##### **Craig A. Waltzer**

In January 1999, Mr. Waltzer incorporated International Bell Network, Inc. and became the Company's Chief Operating Officer and President. He oversaw daily operations and was also responsible for matters pertaining to corporate governance, contracts, acquisitions, intellectual property, licensing, libel law, labor issues, insurance, litigation, laws of the Internet and compliance with local, state and federal laws. Mr. Waltzer is a graduate of the University of South Florida and holds an active license as a certified public accountant. Prior to forming the Company, Mr. Waltzer was in private practice in Miami, Florida, where he specialized in the representation of telecommunication companies. From July 1999 to May 2000, Mr. Waltzer was President and CEO of Miracle Communications, from December 1997 to October 1998 Mr. Waltzer was Secretary and Chief Financial Officer of U.S. Digital Inc., and from July 1987 to December 1997 Mr. Waltzer was the owner and principal of Craig A. Waltzer & Associates which operated as a consulting firm specializing in tax matters and electronic transmission services.

#### **Chief Technical Officer**

##### **Donald W. Cogswell**

Mr. Cogswell was named Chief Technical Officer and Senior Vice President of Technologies at International Bell Network, Inc. in January, 2000. Prior thereto, he was the Partner / Project Manager of In-Tech, Inc., developing concrete testing lab management software. He also developed many smaller applications for a variety of businesses including their web sites. In April 2001, Mr. Cogswell graduated from Clarent Corporations training in the

fields of Architecture-Fundamentals, Architecture-System Analysis & Support and Clarent Local Access (Call Manager). In addition Mr. Cogswell is a Microsoft Certified Professional – NT 4.0 Workstation, 1999, Microsoft Certified Professional – NT 4.0 Server, 1999, Microsoft Certified Professional – NT 4.0 Server in the enterprise, 1999, Microsoft Office User Specialist, 1999, Graduate of Visual Basic Development 5.0, 1999, Graduate of Access Advanced, 1999, Graduate of MCSE engineering course, 1999, Graduate of various Microsoft advanced software seminars including NT and Office.

# **Aventura Networks, Inc.**

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Turnberry Plaza, Suite 509  
Aventura, FL 33180  
Telephone: 305-937-2000    Telecopier: 866-258-6060  
www.AventuraNetworks.com

## **EXHIBIT B**

### **TECHNICAL CAPABILITY**

#### **President and Chief Operating Officer**

##### **Craig A. Waltzer**

In January 1999, Mr. Waltzer incorporated International Bell Network, Inc. and became the Company's Chief Operating Officer and President. He oversaw daily operations and was also responsible for matters pertaining to corporate governance, contracts, acquisitions, intellectual property, licensing, libel law, labor issues, insurance, litigation, laws of the Internet and compliance with local, state and federal laws. Mr. Waltzer is a graduate of the University of South Florida and holds an active license as a certified public accountant. Prior to forming the Company, Mr. Waltzer was in private practice in Miami, Florida, where he specialized in the representation of telecommunication companies. From July 1999 to May 2000, Mr. Waltzer was President and CEO of Miracle Communications, from December 1997 to October 1998 Mr. Waltzer was Secretary and Chief Financial Officer of U.S. Digitel Inc., and from July 1987 to December 1997 Mr. Waltzer was the owner and principal of Craig A. Waltzer & Associates which operated as a consulting firm specializing in tax matters and electronic transmission services. Also, please see attached resume of Craig A. Waltzer.

#### **Chief Technical Officer**

##### **Donald W. Cogswell**

Mr. Cogswell was named Chief Technical Officer and Senior Vice President of Technologies at International Bell Network, Inc. in January, 2000. Prior thereto, he was the Partner / Project Manager of In-Tech, Inc., developing concrete testing lab management software. He also developed many smaller applications for a variety of businesses including their web sites. In April 2001, Mr. Cogswell graduated from Clarent Corporations training in the fields of Architecture-Fundamentals, Architecture-System Analysis & Support and Clarent Local Access (Call Manager). In addition Mr. Cogswell is a Microsoft Certified Professional – NT 4.0 Workstation, 1999, Microsoft Certified Professional – NT 4.0 Server, 1999, Microsoft Certified Professional – NT 4.0 Server in the enterprise, 1999, Microsoft Office User Specialist, 1999, Graduate of Visual Basic Development 5.0, 1999, Graduate of Access Advanced, 1999, Graduate of MCSE engineering course, 1999, Graduate of various Microsoft advanced software seminars including NT and Office.

**Craig A. Waltzer**  
**2025 NE 198 Terrace**  
**Miami, Florida 33179**  
**305-937-2000**  
**Craig@AventuraNetworks.com**

**Experience:**

**President / Owner of Miracle Communications, Inc.**

Operate as a Facilities Based Carrier and Telecommunications web site. Responsibilities include technical MIS and Telecommunications Systems Management. July 1999 to May 2000.

**President / Chief Executive Officer of International Bell Network, Inc.**

Distributed telecommunications products. Performed Accounting, LAN, MIS and Telecommunications Systems Management. December 1998 to June 1999.

**Secretary / Chief Financial Officer of U.S. Digitel, Inc.**

Operated as a Facilities Based Carrier, Reseller and Prepaid Debit Card Provider. Responsibilities included accounting, reporting and Telecommunications Systems Management. December 1997 to October 1998.

**Owner / Chief Operator of Craig A. Waltzer & Associates**

Functioned as an accounting firm and electronic service provider. Responsibilities included Accounting, Reporting, Tax and Electronic Transmission Services. July 1987 to December 1997.

**Education and Training:**

University of South Florida, Tampa, Florida  
Bachelor of Arts in Business Administration, August 1982

Certified Public Accountant, Florida 1985

Graduate of NACT NTS and STX instructional seminar, Provo, Utah, March 1998

Graduate of various Microsoft advanced software seminars including NT and Office

**Hobbies:**

Boating, fishing, weight lifting, running, tennis and golf

**REFERENCES AVAILABLE UPON REQUEST**

# Aventura Networks, Inc.

2875 N.E. 191<sup>st</sup> Street  
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Telephone: 305-937-2000      Telecopier: 866-258-6060  
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## EXHIBIT C

### FINANCIAL CAPABILITY

May 31, 2001

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

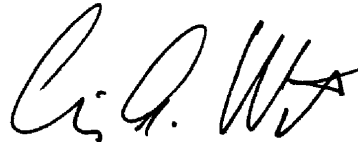
Dear Sir or Madam:

Attached hereto please find unaudited financial statements from inception (January 6, 1999) through March 31, 2001, of Aventura Networks, Inc., a Florida corporation.

Please be advised that the undersigned hereby affirms that the financial statements attached hereto have been compiled by the undersigned and that they are true and correct and accurately portray the financial wherewithal of Aventura Networks, Inc. to the best of my knowledge and belief.

The undersigned is the sole shareholder of Aventura Networks, Inc. and as is reflected in the financial statements the undersigned has invested substantially in Aventura Networks. Further, the undersigned has the wherewithal to provide funding to Aventura Networks, Inc. as needed to satisfy the requirements of the Florida Public Service Commission.

Sincerely,



Craig A. Waltzer, President  
Aventura Networks, Inc.

**Aventura Networks, Inc.**  
**Balance Sheets**

	December 31, 1999	December 31, 2000	March 31, 2001
<b>Assets:</b>			
Current Assets:			
Cash	\$ 10,067	\$ 907	\$ 3,206
Due from shareholder	<u>3,850</u>		
Total Current Assets	13,917	907	3,206
Fixed Assets:			
Property & equipment	<u>-</u>	<u>-</u>	<u>70,000</u>
<b>Total Assets</b>	<b><u>\$ 13,917</u></b>	<b><u>\$ 907</u></b>	<b><u>\$ 73,206</u></b>
<b>Liabilities &amp; Shareholder Equity (Deficit):</b>			
<b>Liabilities:</b>			
Current Liabilities:			
Payroll taxes payable	\$ 384		
Due to shareholder	10,000	\$ 5,074	\$ 5,702
Due to affiliate	<u>7,500</u>		
<b>Total Liabilities</b>	<b><u>17,884</u></b>	<b><u>5,074</u></b>	<b><u>5,702</u></b>
<b>Shareholder Equity (Deficit):</b>			
Common stock	50	50	50
Additional paid in capital			75,000
Accunulated deficit	<u>(4,017)</u>	<u>(4,217)</u>	<u>(7,546)</u>
<b>Shareholder Equity (Deficit)</b>	<b><u>(3,967)</u></b>	<b><u>(4,167)</u></b>	<b><u>67,504</u></b>
<b>Total Liabilities &amp; Shareholder Equity (Deficit)</b>	<b><u>\$ 13,917</u></b>	<b><u>\$ 907</u></b>	<b><u>\$ 73,206</u></b>



**Aventura Networks, Inc.**  
**Statements of Income and Retained Earnings**

	<b>From Inception January 6, 1999 Through December 31, 1999</b>	<b>For the Year Ended December 31, 2000</b>	<b>For the Three Months Ended March 31, 2001</b>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Revenues:			
Sales	\$ 3,686,356	\$ 60	\$ 342
Less: Cost of Sales	<u>3,260,855</u>	<u>1,309</u>	<u>-</u>
Gross Profit	425,501	(1,249)	342
Other Income	<u>21,787</u>	<u>7,500</u>	<u>-</u>
<b>Total Revenues</b>	<b><u>447,288</u></b>	<b><u>6,251</u></b>	<b><u>342</u></b>
Expenses:			
Officer Compensation	140,000	-	-
Selling, General & Administrative Expenses	<u>311,305</u>	<u>6,451</u>	<u>13,622</u>
<b>Total Expenses</b>	<b><u>451,305</u></b>	<b><u>6,451</u></b>	<b><u>13,622</u></b>
<b>Net Income (Loss)</b>	<b>(4,017)</b>	<b>(200)</b>	<b>(13,280)</b>
Retained Earnings at Beginning of Period	<u>-</u>	<u>(4,017)</u>	<u>(4,217)</u>
<b>Retained Earnings at End of period</b>	<b>\$ <u>(4,017)</u></b>	<b>\$ <u>(4,217)</u></b>	<b>\$ <u>(17,497)</u></b>

**TITLE SHEET**

**RESOLD TELECOMMUNICATIONS AND DEBIT CARD SERVICES TARIFF**

**IN SUPPORT OF**

**APPLICATION FOR AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF FLORIDA**

This Tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications and debit card services provided by AVENTURA NETWORKS, INC., with offices at 2875 N.E. 191st Street, Suite 509, Aventura, Florida 33180. Tel: (305) 937-2000. This Tariff applies for services furnished within the State of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Aventura Networks, Inc.'s principal place of business.

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Issued: June 1, 2001

Effective Date: \_\_\_\_\_

Issued by:

Craig A. Waltzer, President  
Aventura Networks, Inc.  
2875 N.E. 191<sup>st</sup> Street, Suite 509  
Aventura, Florida 33180

**CHECK-SHEET**

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

**SHEET      REVISION      SHEET      REVISION**

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

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**SYMBOLS**

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

- (D) - Delete or Discontinue
- (I) - Change Resulting In An Increase to A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting In a Reduction to A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

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

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, if a new sheet is added between sheets already in effect, a decimal will be added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers (if necessary) also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
- D. Check Sheets - When a Tariff filing is made with the Public Service Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheet contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same).

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Abbreviations

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

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

### 1.2 Definitions

**Access Line** - An arrangement which connects the customer's location to an AT&T Central Office.

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

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by Aventura Networks, Inc. are utilized by the Customer.

**Aventura Networks** - Used throughout this Tariff to mean Aventura Networks, Inc. unless clearly indicated otherwise by the text.

**Commission** - The Florida Public Service Commission

**Company or Carrier** - Aventura Networks, Inc. unless otherwise clearly indicated by the context.

**Company's Point of Presence** - Location of the servicing central office associated with access to the Company's network.

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SECTION 1.0 – TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with Aventura Networks, Inc.'s Tariff regulations.

Customer Premises Gateway (CPG) - a small hardware device installed at the customers residence or place of business that connects the customer to Aventura Networks Global Network Operations Center (GNOC) through a high bandwidth Internet connection..

Day - 24 Hours.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call accessed by the use of the debit cards defined herein.

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

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

Dedicated Access – A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

Global Network Operations Center (GNOC) - a series of computers and servers connected to the Internet through high bandwidth connections that process the call and data traffic entering the Aventura Networks system from the CPGs. The GNOC will identify the Internet Protocol address of the call origination, authenticate it, route and account for the call as required.

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SECTION 1.0 – TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

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

LEC – Local Exchange Company.

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

Personal Identification Number (PIN) - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account. See Authorization Code.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the customer.

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

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

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

VoIP – Voice Over Internet Protocol.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Aventura Networks, Inc.**

The Company's services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this Tariff. Intrastate service is offered as well as interstate and international service through the use of Customer Premises Gateways (CPGs), calling card service and the debit card services defined herein.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the the Company's network. The customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by the Company within the state of Florida.

**2.3 Limitations of Service**

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3 The Company undertakes to transmit messages through its VoIP network, but offers the use of its facilities when available, and will be liable for errors in transmission or for failure to establish connections only as defined herein.
- 2.3.4 The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.
- 2.3.5 Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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

**2.4 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its reasonable control; or when the customer is using service in violation of the law or the provisions of this Tariff.

**2.5 Liability**

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.
- 2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil, disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with customer's apparatus or systems, or (iii) for any act or omission of the customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to customer's premises or any other property, whether owned by customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D)

2.5.4 The company shall not be liable for any claim, loss or refund as a result of loss or theft of debit cards or personal identification numbers (PINs) issued for use with the Company's debit card services.

**2.6 Payment and Credit Regulations**

2.6.1 Payment arrangements

The customer is responsible for payment of all charges for services and equipment furnished to the customer for transmission of calls via the Company's network. The customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the customer did not individually authorize.

All charges due by the customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges or debit account depletions must be promptly reported to the Company or its billing agent. Adjustments to customers' bills of debit account available usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Payments for service provided in association with Company-issued debit accounts must be received by the Company or its authorized agent prior to the activation of the customer's debit account. The customer shall be responsible for all calls placed via the debit account as the result of the customer's intentional or negligent disclosure of their PIN.

Charges for installations, service connections, moves, and arrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Renewal of customer account balances made by charges to commercial credit card company are subject to the terms and conditions of the issuing commercial credit card company and those of the Company's credit card processing agent. Renewals of customer account balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

**2.6 Payment and Credit Regulations, (Cont'd)**

2.6.2 Deposits

The Company does not require a deposit from the customer. The prepayment for services immediately available to the customer does not constitute a deposit.

2.6.3 Advance Payments

All debit cards are prepaid. The Company collects no advance payments for any other services in the State of Florida.

2.6.4 Taxes and Fees

The Company shall charge the customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company .

For debit service, taxes or fees shall be included in the rates and charges stated in Aventura Networks rate schedule for this service.

For all other services offered by the Company taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company rate schedules and listed as separate line items on the customer's bill for services provided.

2.6.5 Miscellaneous Rates and Charges

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

**2.7 Refunds or Credits for Service Outages or Deficiencies**

2.7.1. Interruption of Service

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7 Refunds or Credits for Service Outages or Deficiencies, (Cont'd)**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.5.3 herein. It shall be the obligation of the customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by the customer. Before giving such notice, customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

**2.8 The minimum Service Period**

The minimum service period is one month (30 days).

**2.9 Cancellation by Customer**

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

For prepaid services, the customer may cancel service by fully depleting the available balance of the customer account and/or by not renewing a renewable account.

**2.10 Refusal or Discontinuance by Company**

In the event the customer executes a term commitment agreement with the Company, the customer must terminate the agreement pursuant to the terms provided therein.

2.10.1 The Company may suspend Service without notice to the customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Aventura Networks, Inc. will restore services as soon as it can be provided without undue risk, and will upon request by the customer, in the case of debit card services will assign new travel card codes to replace ones that have been deactivated.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

**2.10 Refusal or Discontinuance by Company, (Cont'd)**

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

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) working days written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- F. Without notice in the event of customer or authorized user use of equipment in such a manner as to adversely affect Miracle's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

- J. With proper notice, when the available account balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. With proper notice, when the available account balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- L. With proper notice, when the established expiration date of the customer Account is reached.

**2.11 Employee Concessions**

There are no employee concessions.

**2.12 Interruption of Service**

2.12.1 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 2.5.1 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 Aventura Networks, Inc. stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

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

2.12.3 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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

"B" - Total Hours in Month

"C" - Total Monthly Charge for Affected Facility

**2.13 Restoration of Service**

A restoration fee of \$50.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

**2.14 Applicable law**

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

**2.15 Customer Complaints and/or Billing Disputes**

Customers have the right to refer billing disputes and any other complaints to the Company at 2875 N.E. 191st Street, Suite 509, Aventura, Florida 33180. Tel: (305) 937-2000. As it applies to all services provided, the customer Service department can be reached 24 hours a day by calling the toll free number that is indelibly printed on all debit cards or by email at CustomerService@AventuraNetworks.com.

**2.16 Billing Frequency**

Customers of the Company's VoIP network and calling card services will be billed monthly. Customers of debit card services purchase service in advance and are debited in accordance with the schedules provided herein as calls are completed.

**2.17 Installations and Connections**

As it applies to the Company's VoIP network, the Company will install a customer premises gateway (CPG) in the customer's residence or place of business. The CPGs will connect over the Internet to the Company's GNOC located in the State of Florida. As it applies to the Debit card service or calling card service, there will be no installations or connections in the State of Florida involved with the Company's services.

**2.18 Other Rules**

2.18.1 The Company reserves the right to validate the credit worthiness of customers or authorized users through available verification procedures.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on customers as required to meet changing regulations, rules or standards of the FPSC.

**2.19 Toll Free Services**

2.19.1 The Company will make every effort to reserve 800/888/877/866 toll free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.19.2 800/888/877/866 numbers shared by more than one customer, whereby individual customers are identified by a unique PIN, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this Tariff, the Company will make every effort to honor customer requests for a change in 800/888 service provider for 800/888/877/866 numbers dedicated to the sole use of that single customer.

2.19.3 If a customer who has received a toll free number does not subscribe to 800/888/877/866 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another customer.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

The Company provides direct dialed (1+) service, inbound toll free number service, calling card service, travel card service and prepaid debit card services for communications originating and terminating within the State of Florida under terms of this Tariff. Operator services are not furnished by the Company. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

**3.2 Equipment**

The Company uses Call Managers, Application Servers, Trunking Gateways and Command Centers manufactured by Clarent Corporation.

**3.3 Quality and Grade of Service Offered**

Minimum Call and Completion Rate – A customer can expect a call completion rate (number of calls completed/number of calls attempted) of approximately 99 % (PO 1 grade of service or better) during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

**3.4 Timing of Calls****3.4.1 When Billing Charge Begin and End for Phone Calls**

The customer's long distance usage charge is based on the actual usage of Aventura Networks network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, 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.

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**SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)****3.3.2 Billing Increments**

The minimum call duration for billing purposes is one minute for a connected call and calls beyond one minute are billed in one minute increments.

**3.3.3 Per Call Billing Charges**

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

**3.3.4 Uncompleted Calls**

There will be no charges for uncompleted calls

**3.5 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: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

**3.6 Special Promotions**

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

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**SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)****3.7 Public Telephone Surcharge**

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies to the initial completed call and any reoriginated call (i.e., using the “#” symbol).

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

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

**3.8 Debit Card Service****3.8.1 General**

The Company's debit card allows the customers to pay in advance for a specific amount of outbound calling. Service available to the general public and offered only in conjunction with interstate service. Calls may originate from standard residential, business or pay telephone access lines. Establishment of an account balance entitles the consumer to access the Company's network for a preset amount of usage. All calls will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted. All services are flat rated in accordance with the schedules provided herein as calls are completed and are not calculated based on mileage.

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**SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**

**3.8.2 Debit Cards**

Debit cards are available in various dollar denominations. The debit card is non-refundable and will expire on the date clearly specified on the card or package in which the card is enclosed. Unlike a deposit or advance payment, the debit card account balance is not held against future payment, as all service is available for immediate consumption.

**SECTION 4 – RATES**

**4.1 Florida Intrastate Rates**

4.1.1 Aventura Networks, Inc. Long Distance Service  
Rate per minute - \$0.20  
Connection Fee - \$0.75  
Customers are billed in full minute increments

4.1.2 Aventura Networks, Inc. 800/888/877/866 (Inbound) Long Distance Service  
Rate per minute - \$0.20  
Connection Fee - \$0.75  
Customers are billed in full minute increments

4.1.3 Aventura Networks, Inc. Calling Card Service  
Rate per minute - \$0.20  
Connection Fee - \$0.75  
Customers are billed in full minute increments

**4.2 Operator Services (For presubscribed customers)**

4.2.1 Usage Rates: The appropriate rate found under 4.1 shall apply.

4.2.2 Operator Charges:

Collect Station-to-Station.....	\$1.00
Collect Person-to-Person.....	\$3.25
Person-to-Person.....	\$3.25
Station-to-Station.....	\$1.00
Customer Dialed Calling Card.....	\$1.00
Operator Dialed Calling Card.....	\$1.75
Operator Dialed Surcharge.....	\$0.75

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