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A LIMITED LIABILITY PARTNERSHIP

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tconnor@kelleydrye.com

September 20, 2001

VIA OVERNIGHT DELIVERY

RECEIVED-FPSC
01 SEP 21 AM 10:55
COMMISSION
CLERK

011212-77

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

Re: Application of Power-Finder West Communications, LLC
for Authority to Provide Interexchange Telecommunications
Service

Dear Madam or Sir:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Power-Finder West Communications, LLC's ("Power-Finder's") Application to provide interexchange telecommunications services in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Power-Finder's interexchange telecommunications services in Florida, as well as a check in the amount of \$250.00 to cover the requisite filing fee.

Please note that Power-Finder's financial statements are being submitted *under seal* on the grounds that they contain strictly confidential and proprietary information, and are not to be made part of the public record.

RECEIVED & FILED

Max
FPSC-BUREAU OF RECORDS

Confidential
DOCUMENT NUMBER-DATE

11855 SEP 21 01

FPSC-COMMISSION CLERK

Application
DOCUMENT NUMBER-DATE

11854 SEP 21 01

FPSC-COMMISSION CLERK

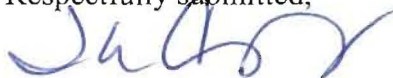
September 20, 2001

Page Two

Enclosed please find a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,



Tamara E. Connor

Enclosures

KELLEY DRYE & WARREN LLP

1200 19TH STREET, N.W.
WASHINGTON, DC 20036

007061

15-122/540
BRANCH 00480

DATE September 18, 2001

PAY
TO THE
ORDER OF

State of Florida

\$ 250.00


Two hundred fifty and no/100-----

DOLLARS  Security features included. Details on back.



First Union National Bank
firstunion.com
Org. 052 R/T 054001220

119.07(1)(z), Florida Statutes: Bank account numbers
or debit, charge, or credit card numbers given to an
agency for the purpose of payment of any fee or debt
owing are confidential and exempt from subsection (1)
and s.24(a), Art. 1 of the State Constitution . . .

K. Lambert ^{MP}


EPT DESIRED

DATE	DESCRIPTION	AMOUNT
9/18/01	Filing Fee 052018.0001 Power Finder XXXXXXXX T. Connor	\$250.00

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

ORIGINAL

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

011212-77

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 riling 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

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:



FORM PSC/CMU 31 (12/96)
Required by Commission Rule Nos. 25.24-470,
25-24.471, and 25-24.473, 25-24.480(2).

DOCUMENT NUMBER-DATE

11854 SEP 21 03

FPSC-COMMISSION CLERK

1. This is an application for \checkmark (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:

Power-Finder West Communications, LLC

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

Power-Finder West Communications, LLC

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

9250 Gaither Road

Gaithersburg, Maryland 20877

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

The Company does not have a Florida address at this time.

6. Select type of business your company will be conducting \checkmark (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;

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

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:**

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

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

M01000001829

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): 52-216-7937

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: Robert Katzen

Title: Chief Financial Officer

Address: 9250 Gaither Road

City/State/Zip: Gaithersburg, Maryland 20877

Telephone No.: (301) 948-6620 x107 **Fax No.:** (301) 948-6576

Internet E-Mail Address: bob@inputsolutions.com

Internet Website Address: The Company does not yet have a website.

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

Name: Robert Katzen

Title: Chief Financial Officer

Address: 9250 Gaither Road

City/State/Zip: Gaithersburg, Maryland 20877

Telephone No.: (301) 948-6620 x107 **Fax No.:** (301) 948-6576

Internet E-Mail Address: bob@inputsolutions.com

Internet Website Address: The Company does not yet have a website.

(c) Complaints/Inquiries from customers:

Name: Robert Katzen

Title: Chief Financial Officer

Address: 9250 Gaither Road

City/State/Zip: Gaithersburg, Maryland 20877

Telephone No.: (301) 948-6620 x107 **Fax No.:** (301) 948-6576

Internet E-Mail Address: bob@inputsolutions.com

Internet Website Address: The Company does not yet have a website.

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Power-Finder is not yet providing regulated telecommunications

services in any jurisdiction.

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

Power-Finder currently is preparing applications for resold interexchange authority throughout the

approximately twenty states comprising the Verizon, Southwestern Bell and PacTel operating areas.

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

Arkansas, Massachusetts, New Hampshire, New Jersey, New York, Rhode
Island, Texas, and Vermont; conditional authority in Pennsylvania.

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

Power-Finder has not been denied authority to provide telecommunications
services in any state.

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

Power-Finder has never been under investigation, fined or cited for violation of
any consumer protection law or regulation in any state or federal jurisdiction.

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

Power-Finder has not been involved in civil court proceedings with an inter-
exchange carrier, local exchange carrier, or other telecommunications entity.

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 Power-Finder's officers, directors, or any of its ten largest stockholders
has previously been adjudged bankrupt, mentally incompetent, or found guilty of
any felony or any crime. No such proceedings are currently 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.

No officer, director, or any of the ten largest stockholders of Power-Finder is
now or ever was an officer, director, partner or stockholder in any other Florida
certificated telephone company.

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. NITS 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

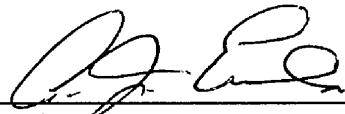
APPLICANT ACKNOWLEDGMENT STATEMENT

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:

Alexander J. Eucare, Jr.

Print Name



Signature

Chief Executive Officer

Title

9-17-01

Date

(301) 651-0690

Telephone No. **Fax No.**

(301) 948-6576

Address: 6708 Lansdale Street

District Heights, MD 20747

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:

Alexander J. Eucare, Jr.

Print Name



Signature

Chief Executive Officer

Title

9-17-01

Date

(301) 651-0690

Telephone No.

(301) 948-6576

Fax No.

Address: 6708 Lansdale Street

District Heights, MD 20747

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

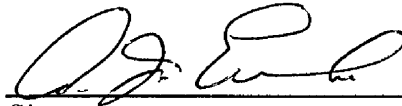
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the 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:

Alexander J. Eucare, Jr.

Print Name



Signature

Chief Executive Officer

Title

9-17-01

Date

(301) 651-0690

Telephone No.

(301) 948-6576

Fax No.

Address:

6708 Lansdale Street

District Heights, MD 20747

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

Three horizontal lines for providing service details.

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

Three horizontal lines for providing discontinuation details.

UTILITY OFFICIAL:

Alexander J. Eucare, Jr.

Print Name

Handwritten signature of Alexander J. Eucare, Jr.

Signature

Chief Executive Officer

Title

9-17-01

Date

(301) 651-0690

Telephone No.

(301) 948-6576

Fax No.

Address: 6708 Lansdale Street

District Heights, MD 20747

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:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

EXHIBIT A

Proposed Toll Services Reseller Tariff

Power-Finder West Communications, LLC

TOLL SERVICES RESELLER TARIFF

This Tariff contains the rules and regulations applicable for furnishing to Business Customers of Resold Intrastate Interexchange Services by Power-Finder West Communications, LLC between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This Tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at Power-Finder West Communications, LLC's principal place of business, 9520 Gaither Road, Gaithersburg, Maryland 20877.

Issued: _____

Effective: _____

**Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877**

CHECK SHEET

The sheets listed below, which are inclusive 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 indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original		

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

TABLE OF CONTENTS

	Page
TITLE SHEET	1
CHECK SHEET	2
SYMBOLS	5
TARIFF FORMAT.....	6
SECTION 1 - DEFINITIONS AND ABBREVIATIONS	7
1.1 Abbreviations	10
SECTION 2 - TERMS AND CONDITIONS.....	11
2.1 Application of Tariff	11
2.2 Severability.....	11
2.3 Shortage of Equipment or Facilities	11
2.4 Use and Availability of Service.....	12
2.5 Liability of the Company	13
2.6 Notification of Service-Affecting Activities	18
2.7 Ownership of Facilities	18
2.8 Prohibited Uses	19
2.9 Nonroutine Installation.....	20
2.10 Obligations of the Customer.....	21
2.11 Claims.....	24
2.12 Customer Equipment and Channels	25
2.13 Inspections.....	25
2.14 Payment Arrangements	26
2.15 Disputed Charges	32
2.16 Allowances for Interruptions in Service.....	33
2.17 Transfers and Assignments	35
2.18 Notices and Communications.....	35
2.19 Temporary Promotional Programs	36
SECTION 3 - EXPLANATION OF RATES	37
3.1 Timing of Calls.....	37

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

**TABLE OF CONTENTS
(continued)**

	Page
3.2 Computation of Charges.....	37
3.3 Credit for Incomplete Calls and Wrong Numbers.....	37
SECTION 4 - DESCRIPTIONS OF SERVICES.....	38
4.1 1+ Long Distance	38
4.2 Casual Calling Long Distance.....	38
4.3 Toll Free Long Distance.....	38
4.4 Special Calling Plans.....	38
SECTION 5 - RATE SCHEDULES	39
5.1 1+ Long Distance	39
5.2 Casual Calling	39
5.3 Toll Free Service	39
5.4 Discounts for Hearing and Speech Impaired Customers.....	39

Issued: _____

Effective: _____

**Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877**

SYMBOLS

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. 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 Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. 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.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorized User – Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

Billed Party – The person or entity responsible for payment of the Company’s service. The Billed Party is the Customer associated with the Telephone Number used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Call – A completed connection between the calling and the called station.

Calling Station – The telephone number from which a call originates.

Called Station – The telephone number called.

Casual Calling (Dial-around) – Arrangement whereby a long distance customer, not pre-subscribed to the Company, dials a specified code (ie., 10-10-XXX) to access the Company’s interexchange services on an ad hoc basis.

Commission – Florida Public Service Commission.

Company – Power-Finder West Communications, LLC.

Customer – A person, firm, corporation, partnership or other business entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this Tariff.

Day – The period of time from 7:00 a.m. until (but not including) 7:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Dial-around Calling -- See Casual Calling.

Issued: _____

Effective: _____

**Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877**

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

Evening – The period of time from 7:00 p.m. until (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

Holiday – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Night/Weekend (“N/Wkd”) – The period of time from 11:00 p.m. until (but not including) 7:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 7:00 p.m. until (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Off-Peak Period – Except as otherwise agreed between Company and Customer, the hours from 7:00 p.m. until but not including 7:00 a.m.

Peak Period - Except as otherwise agreed between Company and Customer, the hours from 7:00 a.m. until but not including 7:00 p.m.

Personal Communication Service – “a set of capabilities that allows some combination of personal mobility, terminal mobility, and service profile management. It enables each personal communication service user to participate in a user-defined set of subscribed services, and to initiate and/or receive calls on the basis of some combination of a personal number, terminal number, and a service profile across multiple networks at any terminal, fixed or mobile, irrespective of geographic location. Service is limited only by terminal and network capabilities and restrictions imposed by the personal communication service provider.” (Alliance for Telecommunications Industry Solutions; Report INC-95-0407-009).

Presubscribed Customers – Customers who have formally selected the Company as their interexchange services provider. The selection is programmed by the local exchange carrier so that these customers’ long distance calls are routed automatically to the Company, without use of a special access code.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

Service Order – A written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the service commencement date.

Toll Free calling – A telecommunications service which allows callers to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer and that employs a toll free area code.

User – Customer or any Authorized User.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.1 Abbreviations

BLV – Busy Line Verification

CPE – Customer Premises Equipment

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H - Vertical and Horizontal Coordinates

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SECTION 2 - TERMS AND CONDITIONS

2.1 Application of Tariff

2.1.1 This Tariff contains the regulations and rates applicable to resold intrastate long distance services provided by the Company to Business Customers throughout the State of Florida. Services are provided pursuant to the general terms and conditions of this Tariff, except as otherwise negotiated between a Customer and the Company. Additionally, services are furnished subject to the availability of facilities and the terms and conditions of this Tariff.

2.1.2 The rates and regulations contained in this Tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

2.2 Severability

In the event that any one or more of the provisions contained in this Tariff shall for any reason be held to be invalid, illegal or unenforceable in any respect under the laws of the jurisdiction governing the entire Tariff, such invalidity, illegality or unenforceability shall not affect any other provision of this Tariff, and this Tariff shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

2.3 Shortage of Equipment or Facilities

2.3.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.3.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.4 Use and Availability of Service

- 2.4.1 Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.4.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.4.3 The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.4.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this Tariff.
- 2.4.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.4.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.4.7 Service temporarily may be refused or limited because of system capacity limitations, and is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.4.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.4.9 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the Tariff. Customers also will be required to execute any other documents as may be reasonably requested by the Company.
- 2.4.10 Except as otherwise agreed between the Company and Customer, at the expiration of the initial term specified in a Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Liability of the Company

- 2.5.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.

- 2.5.2 The Company shall not be liable for any delay or failure of performance or equipment as a result of causes beyond its control, including but not limited to: (a) delays caused by the other party or (b) acts of God, fire, flood, explosion 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, court or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; strikes, lockouts, work stoppages, or other labor difficulties; and (c) third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a *force majeure* condition for the other party.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Liability of the Company (Cont'd)

- 2.5.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customer's facilities or equipment used for interconnection with network services; or (b) for the acts or omissions of common carriers or warehousemen even if the Company has acted as the Customer's agent in arranging such facilities or services. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.4 The Company shall not be liable for any damages or losses resulting from or caused by (a) the act, omission, fault or negligence of the Customer; (b) the failure or malfunction of Customer-provided equipment or facilities; or (c) claims against the Customer by any other party.
- 2.5.5 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.6 The Company does not guarantee nor 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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.5.6 as a condition precedent to such installations.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Liability of the Company (Cont'd)

2.5.7 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company network. The Company may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

2.5.8 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

2.5.8.A Protection of the Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method;

2.5.8.B Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Liability of the Company (Cont'd)

- 2.5.8.C Defacement of or damage to the Customer's Premises or personal property 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 the Company's negligence. The Customer will indemnify and hold harmless the Company from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.5.8.D Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.5.8.E Any noncompleted Calls due to network busy conditions; and
- 2.5.8.F Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.5.8.G Libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company;
- 2.5.8.H Infringements of patents arising from combining apparatus and systems of the Customer with facilities provided by the Company;
- 2.5.8.I Any act or omission in connection with provision of 911, E911, or similar services;
- 2.5.8.J Any representations made by a Company employee that do not comport with or that are inconsistent with the provisions of this Tariff.
- 2.5.9 The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in its defense against claims set forth in Section 2.5.8.
- 2.5.10 The Company is not liable to Customers for interruptions in service except as set forth in Section 2.16 of this Tariff.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.5 Liability of the Company (Cont'd)

2.5.11 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss or damage arising directly or indirectly from use of services, involving but not limited to claims for libel, slander, invasion of privacy, or infringement of copyright, arising from either the Customer's own communications or from any content or other use of the services provided to Customer, whether authorized by the Customer or not, including infringement of patents arising from combining apparatus and systems of the Customer or a third party with facilities provided by the Company.

2.5.12 Unless ordered otherwise by the Commission, the entire liability for any claim, loss, damage or expense arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service, from any cause whatsoever shall in no event exceed sums actually paid to Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the event(s) giving rise to the claim. Except in instances of gross negligence or willful misconduct of the Company's agents or employees, the Company shall not be liable for any direct, indirect, consequential, special, actual or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause, including loss of profits or revenues suffered by a Customer as a result of interrupted or unsatisfactory service, even if the Company has been advised of the possibility of such damages.

2.5.13 The Company shall not be liable for injury to property or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

2.5.14 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statements.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.6 Notification of Service-Affecting Activities

2.6.1 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

2.7 Ownership of Facilities

2.7.1 Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors.

2.7.2 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.8 Prohibited Uses

- 2.8.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.8.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.8.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.8.4 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.8 Prohibited Uses (Cont'd)

- 2.8.5 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.8.6 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.7 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.8 The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 2.8.8.A the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2.8.8.B the reception of signals by Customer provided equipment.

2.9 Nonroutine Installation

- 2.9.1 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or in hazardous locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.10 Obligations of the Customer

2.10.1 The Customer shall be responsible for:

2.10.1.A placing any necessary orders, complying with Tariff regulations and assuring that Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of (a) charges for all Calls originated at the Customer's number(s) which are not collect, third party, calling card, or credit card calls and (b) in the case of toll-free service, charges for all Calls terminated at the Customer's number(s).

2.10.1.B taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with the Company's facilities or services. The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services; that the signals emitted into the Company-provided network facilities are of the mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to the Company's personnel or quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

2.10.1.C payment of all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in collecting such charges.

2.10.1.D charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.10 Obligations of the Customer (Cont'd)

- 2.10.1.E damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the Customer's officers, employees, agents or contractors, or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;
- 2.10.1.F providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.10.1.G obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.10.1(f). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- 2.10.1.H arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.10.1.I not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.10 Obligations of the Customer (Cont'd)

2.10.2 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in its defense against such actions.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.11 Claims

2.11.1 With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses related to, arising from or for:

2.11.1.A any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

2.11.1.B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company;

2.11.1.C providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; or

2.11.1.D complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.10.1(g); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.12 Customer Equipment and Channels

- 2.12.1 A Customer may transmit or receive information or signals via the facilities of the Company.
- 2.12.2 Customer terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.
- 2.12.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.12.4 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.12.5 The Company's services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.13 Inspections

- 2.13.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.12.3 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.13 Inspections (Cont'd)

2.13.2 If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.14 Payment Arrangements

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.14.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of services.

2.14.2 Billing and Collection of Charges

Except as otherwise negotiated between the Company and a Customer, the following terms and conditions shall apply:

2.14.2.A The Customer is responsible for payment of all charges incurred by the Customer or by other users, with or without appropriate authorization from the Customer, for services and facilities furnished to the Customer by the Company. The Customer shall not be excused from paying the Company for such services on the basis that the use of the service was unauthorized.

2.14.2.B The Company shall present invoices to the Customer monthly for Usage Charges and any applicable Recurring Charges, and these charges shall be due and payable within 30 days after the invoice is mailed. In its sole discretion, the Company may arrange to invoice through a Customer's local exchange carrier, pursuant to the latter's billing cycle.

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SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges (Cont'd)

2.14.2.C If any portion of the payment due for undisputed charges is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the invoice is mailed. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of (a) 1.5% of the total monthly bill; or (b) the highest interest rate which may be applied under applicable state law for commercial transactions.

2.14.2.D Billing of Presubscribed Customers

In addition to the preceding requirements of this Section 2.14.2, the following terms and conditions shall apply to presubscribed Customers:

2.14.2.D.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

2.14.2.D.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.2 Billing and Collection of Charges (Cont'd)

2.14.2.D Billing of Presubscribed Customers (Cont'd)

2.14.2.D.3 Billing of the Customer by the Company will begin on the service commencement date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.14.3 Deposits & Advance Payments

The Company will not collect deposits or require advance payments for more than one month's service from its Customers.

Issued: _____

Effective: _____

**Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877**

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.4 Discontinuance of Service

The Company may discontinue service or cancel an application for service, with ten days' written notice and without incurring any liability, for any of the following reasons:

- 2.14.4.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.14.4.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.14.4.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.14.4.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.14.4.E Customer violation of any regulation governing the service under this Tariff, or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- 2.14.4.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service;
- 2.14.4.G Failure of the Customer to adhere to contractual obligations with the Company;
or
- 2.14.4.H Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.4 Discontinuance of Service (Cont'd)

The Company may terminate service *without notice* to the Customer for any of the following occurrences:

- 2.14.4.I Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.14.4.J Customer non-compliance with any provision of this Tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.14.4.K The existence of a condition on the Customer's premises determined by the Company to be hazardous;
- 2.14.4.L Customer tampering with the Company's equipment or service;
- 2.14.4.M Customer's unauthorized or illegal use of the Company's service or equipment.

The Company may refuse to provide dial-around or "casual calling" services to Customers based upon nonpayment of charges for services previously provided and/or Customer non-compliance with or violation of (a) any of the terms and conditions of this Tariff or (b) applicable state and federal regulations governing the services provided under this Tariff.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.14 Payment Arrangements (Cont'd)

2.14.5 Cancellation of Application for Service

Applications for service may be cancelled, prior to commencement of services, subject to the following conditions:

2.14.5.A Where, prior to receiving notice of cancellation, the Company incurs any expense installing or preparing to install the service or in connection with special construction, or where special arrangements of facilities or equipment have begun, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.14.5.B In no case shall the charges exceed the sum of (a) the charge for the minimum period of service ordered, including installation charges, and (b) all charges levied by other parties against the Company that would have been chargeable to the Customer had service begun.

2.14.6 Cancellation of Service Order

Service Orders upon which delivery has commenced may not be cancelled except as specified in the applicable Service Order and subject to the cancellation payment identified for the contracted minimum call volume.

2.14.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.15 Disputed Charges

2.15.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within thirty days. A disputed charge may be brought to the Company's attention by verbal or written notification. All charges remain due and payable at the due date, although the Customer is not required to pay *any disputed charges* during the time period in which the Company conducts its investigation into the charges. The undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.15.1.A The Customer may request, and the Company will provide, an in-depth review of the disputed amount. During the period that the disputed amount is under investigation, the Company shall not pursue any collection proceedings or assess late fees with regard to the disputed amount.

2.15.1.B If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Service Commission. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0864

2.15.2 Billing inquiries may be directed to the Company toll free at (877) 669-3624.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service

2.16.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in this Section 2.16. for the part of the service that the interruption affects.

2.16.2 Credit for Interruptions

2.16.2.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowance will be made for a service facility or circuit considered by the Company to be impaired.

2.16.2.B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rate applicable to the service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.16.2.C At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

2.16.2.D In the event a Customer is affected by such interruption for a continuous period of less than twenty-four (24) hours, no adjustments will be made.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.3 Limitations on Allowances

No credit allowance will be made for:

- 2.16.3.A interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.16.3.B interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 2.16.3.C interruptions due to the failure of power, equipment, systems or services not provided by the Company;
- 2.16.3.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.16.3.E interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.16.3.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 2.16.3.G interruption of service due to circumstances or causes beyond the control of Company.
- 2.16.3.H interruptions that occur or continue to occur due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.16.3.I interruptions that were not reported to the Company within thirty (30) days of the date that service was affected.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.16 Allowances for Interruptions in Service (Cont'd)

2.16.4 In addition to any credits for service interruptions issued pursuant to the provisions of this section 2.16, the Company may issue credits to Customers reporting other service problems.

2.17 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may, after receiving any required approvals from the Public Service Commission, assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.18 Notices and Communications

2.18.1 The Customer shall designate on the Service Order an address to which the Company shall mail or otherwise deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be sent.

2.18.2 The Company shall designate on the Service Order an address to which the Customer shall mail or otherwise deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall send payment on that bill.

2.18.3 All notices or other communications required to be given pursuant to this Tariff will be in writing (including electronically delivered textual form). Notices and other communications of either party, and all bills, when mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.18.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Issued: _____

Effective: _____

**Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877**

SECTION 2 - TERMS AND CONDITIONS (Cont'd)

2.18 Notices and Communications (Cont'd)

2.18.5 Notwithstanding any other provisions of this Tariff, subject to the rules of the Commission, notices and communications between the Company and the Customer may be delivered in electronic (“soft”) form. Similarly, consistent with applicable regulations, the Company and Customer may agree that billing will be issued and/or payment of charges will be made via electronic “online” methods.

2.19 Temporary Promotional Programs

2.19.1 The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. If required by Commission regulations, the Company will file notice of its proposed promotions with the Commission.

Issued: _____

Effective: _____

Issued by: Robert Katzen
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 3 - EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

3.1 Timing of Calls

3.1.1 Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

3.2 Computation of Charges

3.2.1 Calls will be billed in increments consisting of an initial period followed by additional periods (which may be of the same duration as or different duration than the initial period) as specified within the applicable service description set forth in Section 4 below.

3.3 Credit for Incomplete Calls and Wrong Numbers

3.3.1 The Company will not knowingly charge for incomplete calls or wrong numbers. Upon the Customer's request and proper verification, the Company shall promptly adjust and credit the Customer's account for charges or payment for any such calls.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 4 - DESCRIPTIONS OF SERVICES

The following services are provided to Customers subject to the terms and conditions of this Tariff :

4.1 1+ Long Distance

[Reserved for Future Use.]

4.2 Casual Calling Long Distance

[Reserved for Future Use.]

4.3 Toll Free Long Distance

The Company's toll free service is a Personal Communication Service, allowing a caller to place calls to a Customer at no cost to the calling party by dialing a telephone number that is assigned to a Customer and that employs a toll free area code. Except as otherwise stated, toll free service is billed in one-minute increments.

4.4 Special Calling Plans

These calling plans are offered in addition to the services generally made available by the Company. Customers contracting for these plans are eligible for discount pricing based upon specific revenue or term commitments.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

SECTION 5 - RATE SCHEDULES

5.1 1+ Long Distance

[Reserved for Future Use.]

5.2 Casual Calling

[Reserved for Future Use.]

5.3 Toll Free Service

Per Minute \$0.17

5.4 Discounts for Hearing and Speech Impaired Customers

5.4.1 Special Rates

Discounts for hearing and speech impaired Customers are available on Intrastate toll message rates for TDD users, telecommunications relay service calls, and directory assistance services for the deaf, to the extent that such services are offered by the Company.

Issued: _____

Effective: _____

Issued by: **Robert Katzen**
Power-Finder West Communications, LLC
9520 Gaither Road
Gaithersburg, MD 20877

EXHIBIT B

Statement of Managerial and Technical Capability

Power-Finder West Communications, LLC (“Power-Finder” or “Company”) is managerially qualified to provide resold interexchange telecommunications services in Florida. Power-Finder’s management team has considerable experience in strategic planning, market planning, sales, business and product development, customer service, finance, and other relevant areas. As demonstrated by the biographies of Power-Finder’s management team appended to this exhibit, the Company will be managed by individuals with considerable experience in developing and managing the continuing operations of businesses. Each member of Power-Finder’s management team will draw upon his own experience, as well as the collective experience of the entire management team, to ensure that Power-Finder is managed and operated efficiently and profitably.

Power-Finder is committed to providing its customers with services which excel both in quality and reliability. As a reseller, Power-Finder will necessarily rely upon the technical quality of its underlying carrier(s); however, Power-Finder will take all possible steps to ensure that its services meet or exceed the Commission’s quality of service standards. Power-Finder will monitor operations closely, responding promptly to any indications of service issues.

POWER-FINDER WEST COMMUNICATIONS, LLC

MANAGEMENT TEAM

Alexander J. Eucare, Jr.
Chief Executive Officer

Mr. Eucare has over 24 years of experience in sales and marketing and has eight years experience in telecommunications services. In addition to his work developing Power-Finder West Communications, LLC, Mr. Eucare has participated in various joint venture projects integrating provision of telecommunications service products with comprehensive marketing strategies. Prior to forming Power-Finder and related ventures, he conceived and developed a corporate buy-out firm, Washington Capital Partners, Inc., in 1987. Mr. Eucare holds a BA degree from the University of Maryland.

Robert A. Katzen
Chief Financial Officer

Mr. Katzen co-founded and has served as Vice President of Input Solutions, Inc., Gaithersburg, MD since 1992. He was co-founder and President of Gold Office Products, Inc. of Gaithersburg, MD, a multi-million dollar office equipment dealer. Mr. Katzen was responsible for overall management and direction for the company. Prior to founding Gold Office, Mr. Katzen was Vice-President, Controller and a corporate officer of a publicly held company, Survival Technology, Inc., Bethesda, MD. Prior to joining to Survival Technology, he was General Accounting Manager and Cost Accountant for ARINC Research and an Accountant at Control Data Corporation, where he was responsible for audit coordination, financial forecasting and supervision of all accounting functions. Mr. Katzen holds a BS in Accounting from the University of Maryland.

John T. Tansey, Esq.
Counsel

Mr. Tansey is an attorney based in Washington, D.C., specializing in international corporate law and U.S. securities matters. He has represented various British companies, including Babcock International Group, P.L.C., and several multi-national U.S. companies. He formed the international practice group for a major U.S. law firm and has worked extensively with attorneys from other countries, especially England. He holds an LLB from the George Washington University School of Law and a BA in Economics from the University of Cincinnati.

EXHIBIT C

Statement of Financial Capability and Relevant Financial Information

Power-Finder West Communications, LLC (“Power-Finder” or “Company”) is financially qualified to operate as a provider of resold telecommunications services in Florida. As a start-up company, Power-Finder has no significant financial history, and currently is in the process of building its business. The Company has access to ample capital to compete effectively in the market for interexchange services in Florida. Notably, as a reseller, Power-Finder will not require the significant financial resources which are necessary to deploy network facilities. Moreover, Power-Finder will expand at a measured pace, pursuant to a comprehensive strategy of smart growth. In this manner, Power-Finder will build aggressively upon its market successes while avoiding the financial and operational drain which results from over-extension of resources.

As demonstrated by Power-Finder’s financial statements (*see* Power-Finder’s Balance Sheet and Revenue Statement, which are being filed with its Application *under seal*), Power-Finder has the necessary financial resources to provide the resold interexchange telecommunications services described in this Application and to finance its operations in order to maintain the provision of these services. Specifically, as demonstrated in its financial statements, Power-Finder has access to ample capital to fund its continuing operation in Florida, and to meet any lease and ownership obligations associated with its provision of resold interexchange telecommunications in Florida.

Balance Sheet

[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]

Revenue Statement

[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]

EXHIBIT D

Florida Qualification Documents



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

August 13, 2001

CSC
SUSIE KNIGHT

Qualification documents for POWER-FINDER WEST COMMUNICATIONS, LLC were filed on August 13, 2001, and assigned document number M01000001829. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company 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 limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Trevor Brumbley
Document Specialist
Division of Corporations

Letter Number: 101A00046271

Account number: 072100000032

Amount charged: 125.00

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Power-Finder West Communications, LLC (Name of foreign limited liability company)

2. Maryland (Jurisdiction under the law of which foreign limited liability company is organized) 3. 52-2167937 (FEI number, if applicable)

4. February 12, 1997 (Date of Organization) 5. February 12, 2031 (Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Filing (Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))

7. 9250 Gaither Road Gaithersburg, MD 20877 (Street address of principal office)

8. If limited liability company is a manager-managed company, check here []

9. The name and usual business addresses of the managing members or managers are as follows:

Robert Katzen 9250 Gaither Road, Gaithersburg, MD 20877

Alexander J. Eucare, Jr. 9250 Gaither Road, Gaithersburg, MD 20877

01 APR 13 04 11:13 RECEIVED OFFICE OF STATE REGISTRATION FLORIDA

10 Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: Provision of telecommunication services

Signature of a member or an authorized representative of a member. (In accordance with section 608 408(3), F S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.) Alexander J. Eucare, Jr. Typed or printed name of signee

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Power-Finder West Communications, LLC

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company
(Name)

1201 Hays Street
Florida street address (P.O. Box NOT ACCEPTABLE)

Tallahassee FL 32301
City/State/Zip

01 APR 19 07:11:13
MFL 12/08/11 11:10:00
FILED

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F. S.


(Signature)

Louise B. Smith, Asst. Vice President

- \$100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

EXHIBIT E

Articles of Organization

ARTICLES OF ORGANIZATION
OF
POWER-FINDER WEST COMMUNICATIONS, LLC

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 19, 1997 AT 8:35 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND OR AS RECORDED

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID

SPECIAL
FEE PAID

50.00

W4620399

IT IS HEREBY CERTIFIED THAT THE WITHIN INSTRUMENT TOGETHER WITH ALL INSTRUMENTS THEREON HAS

BEEN RECORDED IN THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2
page document on file in this office. DATED: 4-18-01

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: G. La M. Dawson POWER-FINDER WEST COMMUNICATIONS, LLC, Custodian

This stamp replaces our previous certification system. Effective: 6/95

165C3101880

A



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER 1000

2/19/97 8936A

ARTICLES OF ORGANIZATION
OF
POWER-FINDER WEST COMMUNICATIONS, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that

FIRST The Company name shall be POWER-FINDER WEST COMMUNICATIONS, LLC

14

SECOND The latest date upon which the Company shall be dissolved and its affairs wound up is February 12, 2002

THIRD The purposes for which the Company are formed are as follows
(a) to acquire, hold, own, develop, manage and otherwise deal with telecommunications related goods and services to be acquired by the Company including 700,000 or more 500 exchange telephone service numbers for the exclusive use in the fourteen states of the US WEST service area, (b) to have and exercise all power now or hereafter conferred by the laws of the State of Maryland on limited liability companies formed pursuant to the Maryland Limited Liability Company Act, and to do any and all things necessary, convenient or incidental to the achievement of the foregoing

70508151

FOURTH The address of the principal office of the Company is POWER-FINDER WEST COMMUNICATIONS, LLC, 9250 Gaither Road, Gaithersburg MD 20877. The name and address of the resident agent of the Company is Alexander J. Eucare, Jr. 6708 Lansdale Street, District Heights, MD 20747

FIFTH The relation of the Managing and Non-Managing Members and affairs of the Company shall be governed by the act as well as a written operating agreement which may be amended from time to time as set forth herein

I have signed these Articles of Organization and acknowledged them to be my act this 12th day of February 1997

Alexander J. Eucare, Jr. - CEO
Power-Finder West Communications, LLC
703 503-1784 Phone 703 503-8138 Fax

908151

2

ARTICLES OR CERTIFICATE OF INCORPORATION

The name of this entity at the time of its cancellation is:

POWER-FINDER WEST COMMUNICATIONS, LLC

The name the entity will use upon reinstatement is:

POWER-FINDER WEST COMMUNICATIONS, LLC

The address of its principal office in Maryland is:

9250 GAITHER RD
GAITHERSBURG, MD 20877

(NO P.O. BOXES)

The name and address of its resident agent in Maryland is:

ALEXANDER J. EUCARE, JR.
9250 GAITHER RD
GAITHERSBURG, MD 20877

(NO P.O. BOXES)

I swear under penalties of perjury that this is an authorized act of the above named entity.

A. J. Eucare Jr. - CEO

I hereby consent to my designation in this document as resident agent for this entity.

A. J. Eucare Jr.
(SIGNATURE OF RESIDENT AGENT)

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the page document on file in this office. DATED: 4-18-01

2

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
(AUTHORIZED PERSON (BY OR UNDER THE AUTHORITY OF))

BY: *Ella McDaniel*, Custodian

This stamp replaces our previous certification system. Effective: 6/95

**** FOR DEPARTMENTAL USE ONLY ****

DOCUMENT CODE 46 BUSINESS CODE _____

U04020379 P.J. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Marging (Transferor) _____

Surviving (Transferee) _____

FEE REMITTED

Base Fee: 50
Org. & Cap. Fee: _____
Expedite Fee: 39
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies: _____
Copy Fee: _____
Certificates: _____
Certificate Fee: 6
Other: _____
TOTAL FEES: 95

(New Name) _____

Credit Card
 Check
 Cash

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Change of Business Code
- Adoption of Assumed Name
- Other Change(s) _____

Documents on _____ Checks _____

APPROVED BY: [Signature]

ID # 1004020399 ACK # 1000180708J00000
LIBER # 00129 FOLIO: 193 PAGES: 0002
POWER FINDER WEST COMMUNICATIONS, LLC

NOTE:
1998 499 PDRs filed 3/23/00

03/23/2000 AT 02:48 P WO # 0001293643

MAIL TO ADDRESS:
Alexander T. Evancie, Jr.
9250 Gaither Rd.
Gaithersburg, MD 20877

STATE OF MICHIGAN
DEPT. OF REVENUE AND TREASURY
CUST. ID: 00033946
WORK ORDER: 00000293643
DATE: 03-23-2000 02:48
AMT. PAID: 95.00
COMMENTS:

ARTICLES OF AMENDMENT AND RESTATEMENT
to the
ARTICLES OF ORGANIZATION
of
Power-Finder West Communications, LLC

FIRST: The name of the limited liability company is Power-Finder West Communications, LLC.

SECOND: Pursuant to Section 4A-204 of the Maryland Corporations and Associations Code, the Articles of Organization are hereby amended by deleting all provisions of the Articles of Organization currently on file with the Maryland State Department of Assessments and Taxation and substituting in lieu thereof the following text:

"ARTICLES OF ORGANIZATION
OF
Power-Finder West Communications, LLC

ARTICLE

NAME

The name of the Company shall be "Power-Finder West Communications, LLC" (the "Company")

ARTICLE

DURATION

The latest date on which the Company shall be dissolved and its affairs wound up is February 12, 2031, unless dissolved sooner pursuant to applicable Maryland law

ARTICLE

PURPOSES

The purposes for which the Company is formed are as follows. (a) to acquire, hold, own, develop, manage and otherwise deal with telecommunications related goods and services to be acquired by the Company, including but not limited to 700,000 or more 500 exchange telephone service numbers; (b) to have and exercise all powers now or hereafter conferred by the laws of the State of Maryland on limited liability companies formed pursuant to the Maryland Limited Liability Company Act (the "Act"); and (c) to do any and all things necessary, convenient or incidental to the achievement of the foregoing.

STATE OF MARYLAND
DEPT. OF ASSESSMENTS AND TAXATION
CLERK ID: 0000010229
MAIL ORDER: 0000436130
DTE: 04-2001 03:41 PM
M.F. #: 0221\$7110.7.11

STATE OF MARYLAND	
I hereby certify that this is a true and complete copy of the <u>3</u>	
page document on file in this office. DATED: <u>4-18-01</u>	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
BY: <u>Ann Curtis</u>	Custodian
This stamp replaces our previous certification system. Effective: 6/95	

ARTICLE

PRINCIPAL OFFICE AND RESIDENT AGENT

The address of the principal office of the Company is POWER-FINDER WIRELESS COMMUNICATIONS, LLC, 9250 Gaither Road, Gaithersburg, MD 20877. The name and address of the resident agent of the Company is Alexander J. Eucare, Jr., 9250 Gaither Road, Gaithersburg, MD 20877.

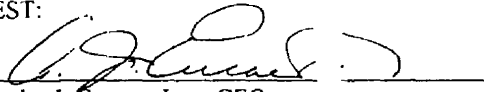
ARTICLE

COMPANY GOVERNANCE

The relation of the Managing and Non-Managing Members and affairs of the Company shall be governed by the Act as well as a written operating agreement which may be amended from time to time as set forth herein.

I have signed these Articles of Amendment and Restated Articles of Organization and acknowledged them to be my act this 30th day of March 2001.

ATTEST:

By: 
Alexander J. Eucare, Jr. – CEO
POWER-FINDER COMMUNICATIONS, LLC
(703) 503-1784 (phone) (703) 503-8138 (fax)

**** EXPEDITED SERVICE ****

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 41 BUSINESS CODE _____

W04620399

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

ID # W04620399 ACK # 1C00317740000000
LIBER: B00242 FOLIO: 1327 PAGES: 0003
POWER-FINDER WEST COMMUNICATIONS, LLC

04/03/2001 AT 10:46 A WO # 0000436136

FEES REMITTED

Base Fee: 50
Org. & Cap. Fee: _____
Expedite Fee: 70
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
1 Certified Copies: 70
Copy Fee: 8
Certificates: _____
Certificate Fee: _____
Other: _____

TOTAL FEES: 128

Credit Card _____ Check Cash _____

1 Documents on 2 Checks

APPROVED BY: HT

KEYED BY: _____

COMMENT(S): _____

(New Name) _____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s) _____

CODE 604

ATTENTION: _____

MAIL TO ADDRESS: _____

CERTIFIED COPY MADE

STATE OF MARYLAND
DEPT. OF ASSESSMENTS AND TAXATION
CUST ID: 0000610229
WORK ORDER: 0000436136
DATE: 04-04-2001 03:40 PM
AMT. PAID: \$128.00