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April 26, 2002
Via Overnight Delivery

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

Ms. Blanca Bayo, Director
Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

020379-TI

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

RE: **NACS Communications, Inc. d/b/a TEXCOM USA**
Initial Application and Tariff for Authority to Provide Interexchange
Telecommunications Services within the State of Florida.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of NACS Communications, Inc. d/b/a TEXCOM USA, for Interexchange Authority. Also enclosed is a check in the amount of \$250.00 for the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
NACS Communications, Inc.
d/b/a TEXCOM USA

cc: M. Wladdimiro, TEXCOM USA
file: TEXCOM- FL IXC
tms: 5553FLi0200

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:

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Date 04-25-02

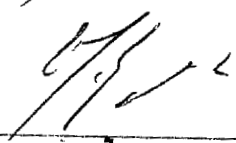
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TWO HUNDRED AND FIFTY ^{00/100} — Dollars  Security Features Included. Details on Back.

citibank

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MIAMI, FL 33131-3502

Memo NAS/TEKSA USA



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 . . .

FLORIDA PUBLIC SERVICE COMMISSION

**DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM
for**

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

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

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

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

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

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for:

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

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

NACS Communications Inc.
d/b/a TEXCOM USA

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

TEXCOM USA

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

NACS Communications Inc. d/b/a TEXCOM USA
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Phone: 305-379-5330
Fax: 305-379-5332
Toll Free: 800-379-8906

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

Same as above.

7. Structure of organization:

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not Applicable.

(A) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

(B) Indicate if the individual or any of the partners have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

- (A) **Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.**

Corporate Charter #: NACS Communications, Inc. S98399

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

Esteban A. Ferrer, Esq..
201 S. Biscayne Blvd.
1600 Miami Center
Miami, Florida 33131

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

Fictitious Name Registration #: G96026900025

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

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

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

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

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

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

(A) The application:

Monique Byrnes, Consultant
Consultant to NACS Communications d/b/a TEXCOM USA
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Phone: 407-740-8575
Fax: 407-740-0613

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

Mr. Manuel Wladdimiro
Regulatory Contact
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Phone: 305-379-5330
Fax: 305-379-5332
Toll Free: 800-379-8906

(C) Tariff:

Monique Byrnes, Consultant
Consultant to NACS Communications d/b/a TEXCOM USA
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, Florida 32790-0200
Telephone: 407-740-8575
Facsimile: 407-740-0613

(D) Complaints/Inquiries from customers:

Customer Service Manager
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Phone: 305-379-5330
Fax: 305-379-5332
Toll Free: 800-379-8906

11. List the states in which the applicant:

(A) Has operated as an interexchange carrier.

None.

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

NACS Communications, Inc. d/b/a Texcom USA is in the process of filing for certification as an interexchange carrier throughout the country.

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

None.

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

None.

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

None.

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

None.

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

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing & Collections | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Other | None anticipated at this time |

13. Do you have a marketing program?

No.

14. Will your marketing program:

Not Applicable.

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives:

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

Not Applicable.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end - users |
| <input checked="" type="checkbox"/> Hotels & Motels | <input type="checkbox"/> Hotel & Motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> University dormitory residents |
| <input checked="" type="checkbox"/> Other | Anyone who uses the Company's services |

17. Please provide the following (if applicable):

- (A) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?**

Yes, NACS Communications, Inc. d/b/a Texcom USA 's name will appear on the bill.

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

The Company will do its own billing to its Customers.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

(A) **Financial capability.**

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including: 1. the balance sheet; 2. income statement; 3. statement of retained earnings

See Attachment III.

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

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

See Attachment III.

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

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

(B) **Managerial capability.**

See Attachment IV.

(C) **Technical capability.**

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

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment II.

20. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minute rates**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS with route specific rates per minute**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS for pay telephone service providers.**
- Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- (800 Service (Toll free))**
- WATS type service (Bulk or volume discount)**
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
- Travel service**
 - Method of access is 950
 - Method of access is 800
- 900 service**
- Operator Services**
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
 - Available to inmates
- Services included are:**
 - Station assistance
 - Person to person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

Not Applicable.

22. Other:

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. REGULATORY ASSESSMENT FEE:

I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. GROSS RECEIPTS TAX:

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. SALES TAX:

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. APPLICATION FEE:

A non-refundable application fee of \$250.00 must be submitted with the application.

5. RECEIPT AND UNDERSTANDING OF RULES:

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

6. ACCURACY OF APPLICATION:

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

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

UTILITY OFFICIAL:



Carlos Lillo - CEO
NACS Communications, Inc., d/b/a TEXCOM USA
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Telephone No.: 305-379-5330
Facsimile No.: 305-379-5332
Toll - Free No.: 800-379-8906

Date: April 18, 02

APPENDICES:

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

ATTACHMENTS:

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

CERTIFICATE OF TRANSFER STATEMENT

Not Applicable.

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

UTILITY OFFICIAL:

MW

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**
- **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:



Carlos Lillo - CEO
NACS Communications, Inc., d/b/a TEXCOM USA
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Telephone No.: 305-379-5330
Facsimile No.: 305-379-5332
Toll – Free No.: 800-379-8906

Date: April 18, 2002

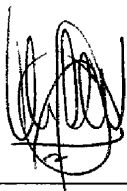
**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

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- **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:



Carlos Lillo - CEO
NACS Communications, Inc., d/b/a TEXCOM USA
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Telephone No.: 305-379-5330
Facsimile No.: 305-379-5332
Toll - Free No.: 800-379-8906

Date: April 18, 2002.

**** APPENDIX C ****

INTRASTATE NETWORK

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

Not Applicable.

(1) (3)
(3) (4)

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

Not Applicable.

(1) (3)
(3) (4)

- 3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.**

POP - TO-POP	TYPE	OWNERSHIP
(1)		
(2)		
(3)		

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

Exchanges outside the LATA where POPs exist will be implemented only after appropriate facilities are secured.

**** APPENDIX C ****

INTRASTATE NETWORK, (CONT'D.)

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not Applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

Not Applicable.

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

Not Applicable.

UTILITY OFFICIAL:



Carlos Lillo - CEO
NACS Communications, Inc., d/b/a TEXCOM USA
801 Brickell Avenue, Suite 927
Miami, Florida 33131
Telephone No.: 305-379-5330
Facsimile No.: 305-379-5332
Toll - Free No.: 800-379-8906

Date: April 18, 02

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

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

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

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

Extended Service Area with These Exchanges:

PENSACOLA: Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.

PANAMA CITY: Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.

TALLAHASSEE: Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.

GAINESVILLE: Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.

OCALA: Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.

DAYTONA BEACH: New Smyrna Beach.

TAMPA: Central None
 East Plant City
 North Zephyrhills
 South Palmetto
 West Clearwater

CLEARWATER: St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG: Clearwater

LAKELAND: Bartow, Mulberry, Plant City, Polk City and Winter Haven.

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES, (CONT'D.)**

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.
COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine.

NACS Communications, Inc., d/b/a Texcom USA intends to offer service throughout the State of Florida.

MW

ATTACHMENT I

NACS COMMUNICATIONS, INC., D/B/A TEXCOM USA

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

I certify from the records of this office that NACS COMMUNICATIONS, INC., is a corporation organized under the laws of the State of Florida, filed on December 6, 1991.

The document number of this corporation is S98399.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1995, that its most recent annual report was filed on April 20, 1995, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirtieth day of January, 1996



CR2EO22 (1-95)

Sandra B. Northam
Secretary of State

3

F960402000676

IN WITNESS WHEREOF, this application has been subscribed this 28th day of MARCH 1996 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Juan Eduardo Ibanez, President
Print or Type Title and Name of Officer or Attorney-in-Fact

[Handwritten Signature]
Signature

RECEIVED

APR 2 1 16 PM '96

APPLICATION FOR AUTHORITY OF
NACS COMMUNICATIONS INC
under Section 1304 of the Business Corporation Law

Filed By: Helen Levine
Address: 1425 Greenway Drive, Suite 210
Irving, Texas 75038

STATE OF NEW YORK
DEPARTMENT OF STATE

APR 02 1996

FILED
BY D-7
JEB

New York

4

980402000724

State of Florida



Department of State

I certify from the records of this office that NACS COMMUNICATIONS, INC., is a corporation organized under the laws of the State of Florida, filed on December 6, 1991.

The document number of this corporation is S98399.

I further certify that said corporation has paid all fees due this office through December 31, 2001, that its most recent annual report/uniform business report was filed on May 15, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twentieth day of December, 2001



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

FILED
91 DEC -5 AM 11:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
NACS COMMUNICATIONS, INC.

ARTICLE I - NAME

The name and mailing address of this Corporation is NACS COMMUNICATIONS, INC., 720 Missouri Street, West Melbourne, Florida 32904.

ARTICLE II - DURATION

This Corporation shall have perpetual existence.

ARTICLE III - PURPOSE

This Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE IV - CAPITAL STOCK

This Corporation is authorized to issue 500,000 shares of ten cent (\$.10) par value common stock, which shall be designated "Common Shares."

ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent of this Corporation is Corporation Company of Miami, 201 S. Biscayne Boulevard, 1600 Miami Center, Miami, Florida 33131.

ARTICLE VI - INITIAL BOARD OF DIRECTORS

This Corporation shall have one (1) Director initially. The number of Directors may be increased or diminished from time to time by the Bylaws but shall never be less than one (1). The name and address of the initial Director of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Juan E. Ibanez	Morande 147 Santiago, Chile

ARTICLE VII - BYLAWS

The Bylaws of this Corporation may be adopted, altered, amended or repealed by either the Shareholders or Directors.

ARTICLE VIII - INDEMNIFICATION

This Corporation shall indemnify any Officer or Director, or any former Officer or Director, to the fullest extent permitted by law.

ARTICLE IX - PREEMPTIVE RIGHTS

Every Shareholder, upon the sale for cash of any new stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

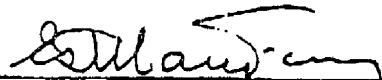
ARTICLE X - INCORPORATOR

The name and address of the person signing these Articles is Esteban A. Ferrer, Esq., 201 S. Biscayne Boulevard, 1600 Miami Center, Miami, Florida 33131.

ARTICLE XI - AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, in accordance with the provisions of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 5 day of December, 1991.



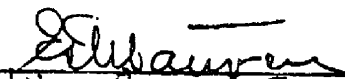
Esteban A. Ferrer, Incorporator

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE V OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED CORPORATION HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF ITS DUTIES.

DATED THIS 5 DAY OF DECEMBER, 1991.

CORPORATION COMPANY OF MIAMI

BY 
Vice President
for CORPORATION COMPANY OF MIAMI
(Registered Agent)

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

APPROVED AND FILED

896 JAN 26 PM 2:22

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

**G96026900025
-01/26/96-01064-006
\$50.00**

Section 1

1. TEXCOM U.S.A.
Fictitious Name to be Registered

2. One Brickell Square
Mailing Address of Business
101 Brickell Avenue, Suite 927

3. County of Dade

4. City Miami, Florida 33131
Zip Code

5. FEI Number: N/A

This space for office use only

Section 2

A. Owner(s) of Fictitious Name if Individual(s) (use additional sheets if necessary):

1. Last First M.I. Address City State Zip Code SS#

2. Last First M.I. Address City State Zip Code SS#

B. Owner(s) of Fictitious Name if Corporation(s) (use additional sheets if necessary):

1. NACS COMMUNICATIONS, INC.
Corporate Name
101 Brickell Avenue, Suite 927
Address
Miami FL 33131
City State Zip Code
Corporate Document Number: 598399
FEI Number: 59-3100704
 Applied for Not Applicable

2. Corporate Name Address City State Zip Code Corporate Document Number: FEI Number: Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

NACS COMMUNICATIONS, INC.

BY: [Signature]
Signature of Owner Luis A. de Armas, Aast. Sec. Signature of Owner Date
Phone Number: (305) 358-6300 Phone Number:

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____ which was registered on _____ and was assigned registration number _____

Signature of Owner Date Signature of Owner Date

Certificate of Status — \$10

Certified Copy — \$30

FILING FEE: \$50

1-25-00

ATTACHMENT II

**NACS COMMUNICATIONS, INC., D/B/A TEXCOM USA
PROPOSED TARIFF**

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
NACS Communications, Inc., d/b/a TEXCOM U.S.A.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by NACS Communications, Inc., d/b/a TEXCOM U.S.A. ("TEXCOM") with principal offices located at 801 Brickell Avenue, Suite 927, Miami, Florida 33131. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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CHECK SHEET

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

PAGE	REVISION LEVEL		PAGE	REVISION LEVEL	
1	Original	*	25	Original	*
2	Original	*	26	Original	*
3	Original	*	27	Original	*
4	Original	*	28	Original	*
5	Original	*	29	Original	*
6	Original	*	30	Original	*
7	Original	*	31	Original	*
8	Original	*	32	Original	*
9	Original	*	33	Original	*
10	Original	*	34	Original	*
11	Original	*	35	Original	*
12	Original	*	36	Original	*
13	Original	*	37	Original	*
14	Original	*	38	Original	*
15	Original	*	39	Original	*
16	Original	*	40	Original	*
17	Original	*	41	Original	*
18	Original	*	42	Original	*
19	Original	*	43	Original	*
20	Original	*	44	Original	*
21	Original	*	45	Original	*
22	Original	*	46	Original	*
23	Original	*	47	Original	*
24	Original	*			

* - included in this filing.

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801 Brickell Avenue, Suite 927
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801 Brickell Avenue, Suite 927
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SYMBOLS

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

- D** Delete or discontinue
- I** Change resulting in an increase to a Customer's bill
- M** Moved from and to another tariff location
- N** New
- R** Change resulting in a reduction to a Customer's bill
- T** Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

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

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

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

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

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

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Miami, Florida 33131

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Coordination - Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on DUC or Customer provided Local Access.

Administrative Change - A change in Customer billing address or contact name.

Alternate Access - A form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

ASR - An order placed with a Local Access Provider for Local Access.

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

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

B8ZS - Bipolar with eight zero substitution.

Bandwidth - The total frequency band, in hertz, allocated for a channel.

Cancellation of Order - A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access Line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with tariff's Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with this tariff.

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Channel or Circuit - A dedicated communications path between two or more points.

City Pair - Two cities between which Interexchange Service may be provided as determined by the point of horizontal and vertical intersection for the cities.

Commission - Refers to the Florida Public Service Commission.

Company or Carrier - NACS Communications, Inc., d/b/a TEXCOM U.S.A. unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Customer Premise/Customer's Premise - Locations designated by a Customer where service is originated/terminated whether for its own communications needs or for the use of third parties.

DCS - Means Digital Cross-Connect System.

DDS Service - Means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56 Kbps with accompanying DDS 56 local access.

Dedicated Access - Channel(s) between: (A) the Customer's Premise(s) and serving wire center for the Company's designated Point(s)-of-Presence; or (B) when specifically authorized by the Company, the Customer's Premise(s) and the Company's designated Point(s)-of-Presence.

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

DS-0 - Digital Signal Level 0 Service, a 64 Kbps signal.

DS-1 - Digital Signal Level 1 Service, a 1.544 Mbps signal.

DS-3 - Digital Signal Level 3 Service, a 44.736 Mbps signal.

DS-0 with VF Access - DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz-frequency range.

DS-0 with DDS Access - DS-0 Service with DDS Local Access facilities provides for the transmission of digital data at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

End-to-End - Customer Premise to Customer Premise.

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

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

Exemption Certificate - A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- a) terminates on a device incapable of connecting DUC's network with the local exchange network; or
- b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- c) constitutes a Private Line facility used for Telex Service or radio or television transmissions; or
- d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- e) is a termination that could not make use of a Local Exchange Carrier's common lines.

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Carlos Lillo - CEO
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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Expedite - A Service Order that is processed at the request of the Customer in a time period shorter than the Company's standard Service interval.

FPSC - Florida Public Service Commission.

Fractional T-1 - A service provided in DS-0 multiples of 2 to 24 channels and connected to a Customer Premise via DS-1 level Local Access facilities. Fractional T-1 can be provided with AMI or B8ZS (clear channel) line coding and either SF or ESF formatting.

Interruption - A condition whereby the Service or a portion thereof is inoperative (as defined in Section 3, Performance Specifications), beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration. See Section 2.10.3.

Kbps - Kilobits per second.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Local Access - The portion of the Service between a Customer Premise and a DUC designated Point-of-Presence. Local Access Provider an entity providing Local Access.

Mbps - Megabits per second.

Multiplexing/Muxing/Mux - The sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

- a) DS-1/DS-0 (D4) Multiplexing: A service that allows for the multiplexing/demultiplexing of 28 DS-1 channels per DS-1.
- b) DS-3/DS-1 (M13) Multiplexing: A service that allows for the multiplexing/demultiplexing of 28 DS-1 channels per DS-1.

Nonrecurring Charges - One-time charges relevant to Service.

Payment Method - The manner in which the Customer is authorized by the Company to pay charges for Service.

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Miami, Florida 33131

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Personal Identification Number (PIN) - See Authorization Code.

Point-of-Presence (POP) - A DUC designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Private Line - A channel or Circuit.

Service - Service means any or all service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

Service Agreement/Service Application/Service Order - Standard order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service via the DUC.

SF - Super Frame.

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

TEXCOM - Used throughout this tariff to refer to NACS Communications, Inc., d/b/a TEXCOM U.S.A.

Transmission Speed - Data transmission speed or rate, in bits per second (bps). Underlying Carrier refers to the interexchange carrier that provides the long distance services the Company resells.

VF - Voice frequency or voice-grade Service designated for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

ISSUED: April 29, 2002

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of NACS Communications, Inc., d/b/a TEXCOM U.S.A.

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

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

2.2.2 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.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

ISSUED: April 29, 2002

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 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.
- 2.3.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7 Title to all equipment provided by the Company under this tariff remains with the Company.

ISSUED: April 29, 2002

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.4 Assignment and Transfer

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by TEXCOM and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

ISSUED: April 29, 2002

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.5 Liability of the Company

- 2.5.1** TEXCOM's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

ISSUED: April 29, 2002

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ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.5 Liability of the Company, (Cont'd.)

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.6 Customer Responsibility

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

B. Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

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

2.6 Customer Responsibility, (Cont'd.)

2.6.3 Taxes and Fees

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

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

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law.

2.6.5 Return Check Charge

A return check charge of \$25 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300 or 5% of the value of the check, whichever is greater

2.6.6 Deposits

The Company does not collect Customer deposits.

2.6.7 Advance Payments

The Company does not require advance payments for service.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials 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.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing TEXCOM with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) working days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.9.2 TEXCOM may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to TEXCOM or its agents for the purpose of inspection and maintenance of equipment owned by TEXCOM or its agents.
- D.** With five (5) working days written notice for noncompliance with or violation of Commission regulation or TEXCOM's rules and regulations on file with the Commission.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 (Cont'd.)

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

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnection**

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

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of TEXCOM's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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

2.14 Toll Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.3 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.15 Other Rules

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

2.16 Applicable Law

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

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 General

TEXCOM provides direct dialed 1+ service, inbound 800 service, directory assistance, and intrastate Private Line Data Interconnect (PLDI) for communications originating and terminating within the state. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of TEXCOM's services and network.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Quality and Grade of Service Offered

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

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ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Timing of Calls

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

- 3.3.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.3.3** The initial and additional billing increments are stated in the description of each service.
- 3.3.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, TEXCOM will reasonably issue credit for the call.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.4 Rate Periods

The Company does not offer time-of-day discounts.

3.5 Calculation of Distance

The Company does not offer mileage-sensitive services.

3.6 Holidays

The Company does not offer Holiday discounts.

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.7 Public Telephone Surcharge**

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

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

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

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

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801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.8 Service Offerings**

TEXCOM provides communications originating and terminating within the State of Florida under the terms of this tariff.

3.8.1 Direct Dial 1+ Service

Direct Dial 1+ Service allows Customer to make 1+ direct dialed calls from presubscribed telephone. This service is available from equal access end office only. Customers access the service via switched access lines. For billing purposes, calls are rounded up to full minute increments with minimum call duration of one (1) minute.

3.8.2 In-Bound 800 Service

In-bound 800 Service provides Customer with a "toll-free" 800 number. TEXCOM's Customers are bill for calls to the 800 number, rather than the call originator. Calls terminate to the Customer via switched access line. For billing purposes, calls are rounded up to full minute increments with a minimum call duration of one (1) minute.

3.8.3 Directory Assistance

Directory Assistance is available to Customers of TEXCOM. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.9 Private Line Data Interconnect (PLDI)**

Private Line Data Interconnect (PLDI) is offered in the form of Channels or Circuits dedicated to the use of a specific Customer. Service is limited to those areas served by TEXCOM.

3.10 DS-0 (Digital Signal Level 0) Service**3.10.1 DS-0 Service with VF Access**

DS-0 Service is a 64 Kbps dedicated digital Interexchange Service. With analog Voice Frequency (VF) Local Access facilities, DS-0 Service will support the transmission of analog voice and/or data within the frequency range of 300-3000 Hertz. DS-0 Service with VF Access combine digital long-haul transmission with analog Private Line Local Access.

3.10.2 DS-0 Service with DDS Access

DS-0 Service is a 64 Kbps dedicated digital Interexchange Channel Service. With DDS digital Local Access facilities, DS-0 Service may be utilized for the synchronous transmission of full duplex digital data at 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. DS-0 Service with DDS digital Local Access provides End-to-End digital Service. In providing this Service, the source of synchronization for the End-to-End Circuit is Customer provided equipment. Therefore, synchronization for the End-to-End Circuit is the responsibility of Customer.

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.11 56Kbps Digital Data Service (DDS)

DDS Interexchange Service provides End-to-End digital Private Line Interexchange Service designed for use in data application. This Private Line Service is provided with DDS Local Access facilities and is designed for full time synchronous transmission at 56 Kbps. In providing this Service, synchronization for the IXC portion of the Service is matched to the synchronization for the Local Access portion of the Service, as furnished by the applicable Local Access Provider(s).

3.12 DS-1 (Digital Signal Level 1) Service

DS-1 Interexchange Service is a high capacity point-to-point Private Line Service designated for the simultaneous full-duplex transmission of digital signals at a nominal speed of 1.544 Mbps.

3.13 DS-3 (Digital Signal Level 3) Service

DS-3 Interexchange Service is a high capacity point-to-point Private line Service designated for the simultaneous full-duplex transmission of digital signals at 44.736 Mbps.

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES**4.1 Exemptions and Special Rates****4.1.1 Discounts for Hearing Impaired Customers**

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

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

4.1.2 Emergency Call Exemptions

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

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ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.1 Exemptions and Special Rates, (Cont'd.)

4.1.3 Operator Assistance for Handicapped Persons

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

4.1.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.2 Public Telephone Surcharge

Rate per Call \$0.35

4.3 Direct Dial 1+ Services

Calls are billed in full minute increments with a minimum call duration of one (1) minute.

Per Minute Rates:

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	1st Min	Add'l Min	1st Min	Add'l Min	1st Min	Add'l Min
1-10	\$0.1900	\$0.0900	\$0.1425	\$0.0675	\$0.0950	\$0.0450
11-22	\$0.2600	\$0.1600	\$0.1950	\$0.1200	\$0.1350	\$0.0800
23-55	\$0.2700	\$0.2160	\$0.2025	\$0.1610	\$0.1550	\$0.1150
56-124	\$0.2700	\$0.2200	\$0.2025	\$0.1650	\$0.1595	\$0.1190
125-292	\$0.2700	\$0.2250	\$0.2025	\$0.1684	\$0.1620	\$0.1240
293-430	\$0.2700	\$0.2300	\$0.2025	\$0.1723	\$0.1635	\$0.1240
431 +	\$0.2700	\$0.2300	\$0.2025	\$0.1725	\$0.1670	\$0.1290

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EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 4 - RATES, (CONT'D.)

4.4 In-bound 800 Service

Calls are billed in full minute increments with a minimum call duration of one (1) minute.

Per Minute Rate Day/Evening/Night/Weekend: \$0.2470

4.5 Directory Assistance

No charge applies to Directory Assistance calls made from lines or trunks serving handicapped persons. Such persons must certify to the Company of their handicapped status in writing. Up to two requests may be made on each call to Directory Assistance.

Per Call Charge: \$0.65

4.6 Installation Charges

4.6.1 Application of Charges

Installation Charges are nonrecurring charges. Charges apply when the Customer requests new or additional Service. If at the time of expiration of a Term Plan, a Customer of Sprint Communications Company signs a Term Plan with the Company, the installation charge per IXC will be billed at \$100.00.

4.6.1 Rates

Per DS0:	\$2200.00
Per DS1:	\$990.00
Per DS3:	\$18,000.00

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.7 Order Expedite Charges

4.7.1 Application of Charges

Order expedite charges are nonrecurring charges. The Company charges for the Expedited handling of the Service order. The Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

4.7.2 Rates

Per Expedited Order: \$300.00

4.8 Order Cancellation Charges

4.8.1 Application of Charges

Order Cancellation Charges are nonrecurring charges. Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section 2. Order Cancellation Charges are in addition to standard Installation Charges.

4.8.2 Rates - Pre-Engineering

Per Cancelled Order: \$358.00

4.8.3 Rates - Post-Engineering

Per Cancelled Order: \$522.00

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ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)**4.9 Change of Requested Service Date Charge****4.9.1 Application of Charges**

A change of Requested Service Date Charge is a nonrecurring charge and applies when a change of Requested Service Date is the only requested modification to the original Service order.

- A) If the first requested change of the Requested Service Date is received more than ten (10) days of the original Requested Service Date, there will be no charge.
- B) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
- C) An ASR-charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
- D) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supercedes the change of Requested Service Date charge.

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801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.9 Change of Requested Service Date Charge, (Cont'd.)

4.9.2 Rates - First Change and at Least 10 Days Prior to Original Requested Service Date

\$500.00

4.9.3 Rates - Subsequent Changes or Within 10 Days of Original Requested Service Date

\$500.00

4.10 Change of Order

4.10.1 Application of Charges

A) General

Change of order charges are nonrecurring charges. Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance of the Circuit other than a change of Requested Service Date.

B) Administration Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

C) Interexchange Service Charges

Charges apply if the change necessitates a modification of the interexchange portion of the Circuit.

D) Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

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Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.10 Change of Order, (Cont'd.)

4.10.2 Rates - Administrative Changes

- | | | |
|----|--|----------|
| 1. | Per IXC | \$150.00 |
| 2. | Per Local Access ASR plus any applicable LAP charges | \$150.00 |

4.10.3 Rates - Pre-Engineering

- | | | |
|----|--|----------|
| 1. | Per IXC | \$150.00 |
| 2. | Per Local Access ASR plus any applicable LAP charges | \$150.00 |

4.10.4 Rates - Post-Engineering

- | | | |
|----|--|----------|
| 1. | Per IXC | \$150.00 |
| 2. | Per Local Access ASR plus any applicable LAP charges | \$150.00 |

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ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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SECTION 4 - RATES, (CONT'D.)

4.11 Change of Service/Re-Engineering

4.11.1 Application of Charges

Change of Service/Re-Engineering charges are nonrecurring charges. Charges apply to changes made after a Circuit has been accepted by the Customer.

A) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

B) Re-Engineering Charges

Charges apply for order that are re-engineered due to a Customer-requested change in local service type. Changes which require only modification of Local Access will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

4.11.2 Rates - Administrative Changes

- | | | |
|----|---|----------|
| 1. | Per IXC | \$ 25.00 |
| 2. | Per Local Access ASR plus any
Applicable LAP charges | \$ 25.00 |

4.11.3 Rates - Re-Engineering

- | | | |
|----|---|----------|
| 1. | Per IXC | \$150.00 |
| 2. | Per Local Access ASR plus any
applicable LAP charges | \$ 25.00 |

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 4 - RATES, (CONT'D.)

4.12 Additional Installation/Maintenance/Engineering

4.12.1 Application of Charges

Charges are nonrecurring charges. Charges apply when the Customer requests Installation or Circuit changes during non-business hours. Charges apply when the Customer requests a technician at the Customer Premises or trouble that results from problems in the Customer's equipment. Charges apply when the Customer requests the provision of engineering design or other activities which are not normally provided as a part of the design and Installation of Service.

4.12.2 Rates - Normal Business Hours

Per Hour Per Person: \$ 55.00

4.12.3 Rates - After Normal Hours

Per Hour Per Person: \$110.00

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 4 - RATES, (CONT'D.)

4.13 Interexchange DS-0 Service Charge

4.13.1 DS-0 With VF Access

The monthly charge per circuit shall be determined by the fixed per mile prices set forth below.

	<u>Fixed</u>	<u>Per Mile</u>
Per Monthly DS-0 Charge:	\$93.50	\$ 0.69

4.13.2 DS-0 With DDS Access

The monthly charge per circuit shall be determined by the fixed per mile prices set forth below.

	<u>Fixed</u>	<u>Per Mile</u>
Per Monthly DS-0 Charge:	\$93.50	\$ 0.69

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 4 - RATES, (CONT'D.)

4.14 Interexchange DS-1 Service Charge

The monthly charge per circuit shall be determined by the fixed per mile prices set forth below.

	<u>Fixed</u>	<u>Per Mile</u>
Per Monthly DS-1 Charge:	\$900.00	\$6.05

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

FLi0200

SECTION 5 - PROMOTIONS

5.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

5.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

ISSUED: April 29, 2002

EFFECTIVE:

ISSUED BY:

Carlos Lillo - CEO
801 Brickell Avenue, Suite 927
Miami, Florida 33131

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ATTACHMENT III

NACS COMMUNICATIONS, INC., D/B/A TEXCOM USA

FINANCIAL STATEMENTS

MW

Financial Capability

NACS COMMUNICATIONS, INC., D/B/A TEXCOM USA is a start-up company with the financial capability to begin and maintain operations in the state of Florida. Additional investments by the company's principals will be provided as required.

The company has sufficient financial capability to provide interexchange service throughout the state of Florida

The company has sufficient financial capability to maintain interexchange service throughout the state of Florida.

The company does not have any plans to lease or own any equipment in connection with the services it intends to offer in the state of Florida. The company has sufficient financial capability to meet its contractual obligations to its underlying carrier.

The company submits its financial statements from December 1998 and 1999.

FINANCIAL CAPABILITY

1.- Financial capability to provide the service in area proposed to be served.

NACS Communications d/b/a Texcom USA is a company owned by Telex Chile in a 90% ownership through its affiliate Texcom S.A. Telex Chile is a Chilean Corporation listed in the NYSE (TL) and is one of the 3 biggest Long Distance Carriers in Chile with more than 13% of the market share. Telex provide Long Distance Services, Internet Access Services and Private Services with companies based in Chile (Chilesat S.A.), Peru (Perusat), Colombia (Colomsat S.A.) and United States (Texcom USA). It has been operating in the market since 1982. It has revenues in the 80.0 million dollars with assets over 250.0 million dollars.

In U.S.A. the operation beside NACS Communications is operated with a Joint Venture company called Telecommunications Investments owned by Telex Chile in a 90% partnership through Alliston Properties Inc., a Florida Corporation. Telinvest owns premises and telecommunication equipment for 2.5 million dollars. In this premises, based in Palm Bay, FL, we operate an international satellite teleport with direct links to Latin America and interconnected with the big American based carriers such as AT&T, Sprint, MCI Worldcomm and Bellsouth.

2.- At the present moment the Telex Chile holding is in a process of consolidating their acquisition by the investment fund Southern Cross. This new ownership will give a big jump to the development of all the holding operations, specially the USA operation through NACS Communications. Their commitment in the acquisition binding was to capitalize the holding in over 300.0 million dollars in order to develop growing plans for all the group.

NACS Communications, Inc.
Financial Statements
December 31, 1999 and 1998

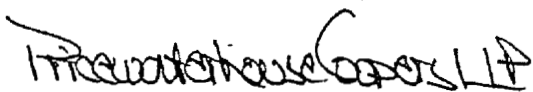
Report of Independent Certified Public Accountants

To the Board of Directors and
Stockholders of NACS Communications, Inc.

In our opinion, the accompanying balance sheets and the related statements of operations and accumulated deficit and of cash flows present fairly, in all material respects, the financial position of NACS Communications, Inc. at December 31, 1999 and 1998, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has negative cash flows from operations and is party to significant transactions with affiliated companies. At December 31, 1999, the Company's parent had a consolidated working capital deficit of \$3,080,000 and an operating loss of \$1,436,000 for the year then ended. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The Company is a member of a group of affiliated companies and, as disclosed in Note 6 to the financial statements, has extensive transactions and relationships with members of the group. Because of these relationships, it is possible that the terms of these transactions are not the same as those that would result from transactions among wholly unrelated parties.



February 19, 2000

NACS Communications, Inc.
Balance Sheets
December 31, 1999 and 1998

Assets	1999	1998
Current assets:		
Cash and cash equivalents	\$ 866,484	\$ 155,696
Trade accounts receivable, net of allowance of \$407,692 and \$455,562	1,925,206	2,340,110
Due from affiliates	2,321,169	1,255,761
Prepaid expenses and other current assets	99,423	61,852
Note receivable from affiliate	-	220,579
Total current assets	<u>5,212,282</u>	<u>4,033,998</u>
Property and equipment, net	203,877	392,239
Continental Fiber Optics Project, less accumulated amortization of \$223,531 and \$154,752	257,920	326,699
Due from affiliates	83,284	-
Deposits and other assets	88,879	121,061
	<u>\$ 5,846,242</u>	<u>\$ 4,873,997</u>
Liabilities and Stockholders' Equity (Deficit)		
Current liabilities:		
Due to affiliates	\$ 2,566,678	\$ 4,181,636
Accounts payable and accrued expenses	889,874	1,049,739
Total current liabilities	<u>3,456,552</u>	<u>5,231,375</u>
Advance from stockholder	2,033,000	-
Customer advances	81,185	84,389
Total liabilities	<u>5,570,737</u>	<u>5,315,764</u>
Stockholders' deficit:		
Common stock, \$0.10 par value, 500,000 shares authorized, 5,000 shares issued and outstanding	500	500
Capital in excess of par value	923,215	923,215
Accumulated deficit	(648,210)	(1,365,482)
Total stockholders' equity (deficit)	<u>275,505</u>	<u>(441,767)</u>
	<u>\$ 5,846,242</u>	<u>\$ 4,873,997</u>

The accompanying notes are an integral part of these financial statements.

NACS Communications, Inc.
Statements of Operations and Accumulated Deficit
For the Years Ended December 31, 1999 and 1998

	1999	1998
Sales	\$20,343,173	\$21,089,967
Cost of sales	<u>(17,233,480)</u>	<u>(18,389,268)</u>
Gross profit	3,109,693	2,700,699
Selling, general and administrative expenses:		
Salaries and benefits	935,583	879,883
Rentals	204,836	182,985
Professional fees	574,698	1,014,073
Depreciation and amortization expense	135,527	194,857
Other	<u>562,204</u>	<u>544,971</u>
Total selling, general and administrative expenses	<u>2,412,848</u>	<u>2,816,769</u>
Operating income (loss)	696,845	(116,070)
Other income (expense):		
Dividends and interest income	20,427	21,298
Interest expense	<u>-</u>	<u>(11,192)</u>
Net income (loss)	717,272	(105,964)
Accumulated deficit, beginning of year	<u>(1,365,482)</u>	<u>(1,259,518)</u>
Accumulated deficit, end of year	<u>\$ (648,210)</u>	<u>\$ (1,365,482)</u>

The accompanying notes are an integral part of these financial statements.

NACS Communications, Inc.
Statements of Cash Flows
For the Years Ended December 31, 1999 and 1998

	1999	1998
Cash flows from operating activities:		
Net income (loss)	\$ 717,272	\$ (105,964)
Adjustments to reconcile net income (loss) to net cash (used in) provided by operating activities:		
Depreciation and amortization	135,528	194,857
Bad debt expense	138,792	257,882
Loss on disposal of property and equipment	47,927	-
Changes in assets and liabilities:		
Decrease (increase) in trade accounts receivable	276,112	(567,591)
(Increase) decrease in prepaid expenses and other current assets	(2,571)	263,050
Decrease in deposits and other assets	32,182	142,451
(Increase) decrease in due from affiliates	(1,148,692)	40,741
Decrease in accounts payable and accrued expenses	(110,099)	(785,937)
Decrease in customer advances	(3,204)	(128,417)
(Decrease) increase in due to affiliates	(1,614,958)	815,830
Net cash (used in) provided by operating activities	<u>(1,531,711)</u>	<u>126,902</u>
Cash flows from investing activities:		
Purchases of property and equipment	<u>(11,080)</u>	<u>(179,844)</u>
Cash used in investing activities	<u>(11,080)</u>	<u>(179,844)</u>
Cash flow from financing activities:		
Net repayments under line of credit	-	(87,863)
Repayment of note receivable from affiliate	220,579	-
Advance from stockholder	2,033,000	-
Net cash provided by (used in) financing activities	<u>2,253,579</u>	<u>(87,863)</u>
Net increase (decrease) in cash and cash equivalents	710,788	(140,805)
Cash and cash equivalents, beginning of year	<u>155,696</u>	<u>296,501</u>
Cash and cash equivalents, end of year	<u>\$ 866,484</u>	<u>\$ 155,696</u>
Cash paid during the year for interest	<u>\$ -</u>	<u>\$ 11,192</u>

The accompanying notes are an integral part of these financial statements.

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

1. Summary of Significant Accounting Policies

NACS Communications, Inc. (the Company) was organized as a corporation on December 6, 1991 under the laws of the state of Florida. The Company is a majority-owned subsidiary of Texcom, S.A., a Chilean company. The Company is engaged in the business of providing long distance telecommunication services worldwide.

A summary of the significant accounting policies followed in the preparation of the accompanying financial statements is presented below.

Basis of accounting

During 1999, the Company had negative cash flows from operations of \$1,531,711. Further, at December 31, 1999 and for the year then ended, Texcom S.A. had a consolidated working capital deficit of \$3,080,000 and an operating loss of \$1,436,000. In addition, Texcom S.A.'s parent, Telex Chile, agreed to repay certain of its financial obligations in October 2001 with the proceeds from a total or partial sale of Texcom S.A.'s assets. Because the Company's operations are significantly interrelated with those of Texcom S.A. and other affiliates, these facts raise doubt about the Company's ability to continue as a going concern. The Company believes that it can continue to generate profits on a stand-alone basis and that the operations of its local affiliates will be consolidated with those of the Company in order to reduce costs and improve cash flows. The Company believes that these actions will be sufficient to meet its short-term liquidity requirements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Cash and cash equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Property and equipment

Property and equipment are stated at cost. Depreciation is computed over the estimated useful lives of the related assets using the straight line method.

Continental Fiber Optics Project

The Continental Fiber Optics Project consists of an engineering study prepared for the purpose of developing the Company's long distance network infrastructure. The costs for the study, which was prepared by a third party, were capitalized and are being amortized over a period of seven years.

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

Long-lived assets

The Company reviews long-lived assets and reserves for impairment whenever events or changes in circumstances indicate that, based on estimated future cash flows, the carrying amount of the assets will not be fully recoverable.

Income taxes

The Company records income tax expense using the liability method of accounting for deferred income taxes. Under the liability method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of the Company's assets and liabilities. An allowance is recorded when it is more likely than not that all or part of a deferred tax asset will not be realized. The provision for income taxes includes taxes currently payable plus the net change during the year in deferred tax assets and liabilities recorded by the Company.

Revenue

Revenue is recognized as long distance services are provided.

Accounting estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant estimates relate to the useful lives of its property, plant and equipment and its fiber optics project. Actual results could differ from those estimates.

Reclassifications

Certain amounts have been reclassified from prior years to conform to the current year's presentation.

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

2. Property and Equipment

At December 31, 1999 and 1998, property and equipment consisted of the following:

	<u>1999</u>	<u>1998</u>	<u>Useful Lives</u>
Office electronic equipment	\$ 290,146	\$ 280,126	5
Computer software	61,337	194,030	5
Signs	1,918	1,918	5
Furniture	16,374	15,314	10
	<u>369,775</u>	<u>491,388</u>	
Accumulated depreciation	<u>(165,898)</u>	<u>(99,149)</u>	
	<u>\$ 203,877</u>	<u>\$ 392,239</u>	

Depreciation expense was approximately \$67,000 and \$57,000 for the years ended December 31, 1999 and 1998, respectively.

3. Concentration of Credit Risk

Financial instruments which subject the Company to concentrations of credit risk consist primarily of trade accounts receivable. However, the Company's credit evaluation process and reasonable short collection terms help to mitigate any concentration of credit risk. During 1999, four customers accounted for approximately 20%, 16%, 15% and 12% of sales.

4. Income Taxes

At December 31, 1999, the Company has net operating tax loss carryforwards of approximately \$315,000 expiring through 2019. A valuation allowance for 100% of the resulting net deferred tax asset of approximately \$224,000 has been established due to the uncertainties relating to its eventual realizability.

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

At December 31, 1999 and 1998, the Company's deferred tax assets and (liabilities) consisted of the following:

	<u>1999</u>	<u>1998</u>
Net operating loss carryforwards	\$ 110,198	\$ 374,234
Allowance for bad debts	142,692	159,447
Accelerated depreciation	<u>(29,126)</u>	<u>(33,299)</u>
Net deferred tax asset	223,764	500,382
Valuation allowance	<u>(223,764)</u>	<u>(500,382)</u>
	<u>\$ -</u>	<u>\$ -</u>

5. Commitments and Contingencies

The Company has entered into five year noncancelable operating leases for use of office space as well as various operating leases for equipment. The minimum rental commitment as of December 31, 1999, for these leases are as follows:

2000	\$ 213,006
2001	207,689
2002	<u>208,101</u>
	<u>\$ 628,796</u>

Total rent expenses for the years ended December 31, 1999 and 1998 were approximately \$205,000 and \$183,000, respectively.

The Company is involved in legal proceedings from time to time in the ordinary course of its business. In the opinion of management, the ultimate resolution of these matters will not have a material effect on the Company's financial position or results of operations.

6. Related Party Transactions

The Company is a member of a group of companies affiliated through common ownership by Texcom S.A. and, as discussed below, has extensive transactions and relationships with members of the group. Because of these relationships, it is possible that the terms of these transactions are not the same as those that would result from transactions among wholly unrelated parties.

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

In October 1999, Texcom, S.A. advanced, through Alliston Properties, Inc., an affiliate, \$2,033,000 to the Company. At December 31, 1999 the advance is classified as a long-term liability based on the representation from Texcom, S.A. that the advance is for the future capitalization of the Company. The Company used the advance to repay amounts due to an affiliate, Chilesat, S.A.

At December 31, 1998, the Company had an unsecured note receivable from Alliston in the amount of \$220,579 including accrued interest of \$30,995. The note earned interest at the monthly federal funds rate (ranging from 4.33% to 5.70%), with principal and interest due in a balloon payment during 2002. The note was repaid in 1999 and is included in due from affiliates at December 31, 1998.

The Company billed management fees to cover the cost of administrative services provided to its affiliates, MICL and Alliston, totaling approximately \$337,000 and \$98,000, respectively, in 1999 and \$307,000 and \$83,000, respectively, in 1998.

During 1999 and 1998, the Company was invoiced approximately \$280,000 and \$625,000, respectively, by Texcom, S.A. for administrative services provided to the Company. These amounts have been included in other selling, general and administrative expenses in the accompanying statement of operations and accumulated deficit.

Amounts due from affiliates at December 31, 1999 which were outstanding prior to April 1, 1999 have been classified as long-term per the instructions of Texcom, S.A.

The Company has recorded due from affiliates and sales to affiliates as follows:

As of December 31, 1999, and for the year then ended,

	<u>Due From Affiliates</u>	<u>Sales</u>
Current		
MICL	\$ 2,057,616	\$ 1,687,872
Texcom Mexico	236	-
Chilesat, S.A.	-	58,894
Telex Chile	2,799	-
Texcom, S.A.	152,443	-
Alliston	108,075	97,500
	<u>\$ 2,321,169</u>	<u>\$ 1,844,266</u>
Long term		
Chilesat, S.A.	<u>\$ 83,284</u>	<u>\$ -</u>

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

As of December 31, 1998, and for the year then ended,

	<u>Due From Affiliates</u>	<u>Sales</u>
MICL	\$ 1,124,334	\$ 2,401,697
Colomsat, S.A.	-	17,764
Chilesat, S.A.	-	217,890
Telex Chile	1,834	-
Texcom Mexico	86,698	-
Texcom Brazil	5,000	-
Texcom Argentina	3,259	-
Datacom Bolivia	1,317	-
Texcom, S.A.	33,319	-
	<u>\$ 1,255,761</u>	<u>\$ 2,637,351</u>

The Company had recorded due to affiliates, accounts payable to, and cost of sales and other expenses rendered for services provided by affiliates as follows:

As of December 31, 1999, and for the year then ended,

	<u>Due to Affiliates</u>	<u>Cost of Sales and Other Expenses</u>
MICL	\$ -	\$ 3,985,972
Alliston	179,732	6,699
Chilesat, S.A.	2,021,961	8,835,186
Chilesat Servicios Empresariales	115,698	53,710
Colomsat	203,995	194,284
Texcom, S.A.	-	280,000
Perusat	13,007	102,256
Texcom Venezuela	32,285	79,263
	<u>\$ 2,566,678</u>	<u>\$ 13,537,370</u>

NACS Communications, Inc.
Notes to Financial Statements
December 31, 1999 and 1998

As of December 31, 1998, and for the year then ended,

	<u>Due to Affiliates</u>	<u>Cost of Sales and Other Expenses</u>
MICL	\$ -	\$ 2,714,727
Alliston	148,325	-
Chilepac	55,486	-
Perusat	50,091	66,166
Texcom Venezuela	3,964	93,786
Chilesat, S.A.	3,531,990	7,247,339
Colomsat	391,780	226,023
Texcom, S.A.	-	625,000
	<u>\$ 4,181,636</u>	<u>\$ 10,973,041</u>

* * *

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 200

	PERIOD TO DATE			YTD
	ACTUAL	PRIOR PERIOD	VARIANCE	ACTUAL
REVENUE:				
RECURRENT INCOME				
Int'l PT-to-PT Voice Channel	\$68,029.00	69,659.41	(1,630.41)	638,039.67
International Data Channel	26,364.00	25,033.88	1,330.12	591,522.12
Domestic Data Channels	250.00	250.00	.00	3,838.60
Dedicated Private Network	17,435.83	25,249.83	(7,814.00)	334,209.46
Equipment Rental	.00	.00	.00	2,452.60
Interconnection Charges	10,163.88	10,163.88	.00	121,966.56
Management Fee	59,613.72	49,620.68	9,993.04	600,396.19
TOTAL RECURRENT INCOME	181,856.43	179,977.68	1,878.75	2,292,425.20
NON-RECURRENT INCOME				
Professional Services	1,524.42	520.88	1,003.54	21,578.65
Equipment Installation	.00	.00	.00	13,644.30
TOTAL NON-RECURRENT INCOME	1,524.42	520.88	1,003.54	35,222.95
SWITCHED SERVICES				
Int'l PST Traffic (Out)	840,619.21	413,254.50	427,364.71	11,417,099.02
Int'l VPN Traffic (In)	43.92	172.47	(128.55)	2,983.96
TOTAL SWITCHED SERVICES	840,663.13	413,426.97	427,236.16	11,420,082.98
DEBIT CARD SERVICES				
Prepaid Calling Cards	244,726.10	207,104.62	37,621.48	1,123,774.84
TOTAL DEBIT CARD SERVICES	244,726.10	207,104.62	37,621.48	1,123,774.84
DISCOUNTS AND CREDITS				
Credit Memos	.00	.00	.00	(76,800.01)
TOTAL DISCOUNTS AND CREDITS	.00	.00	.00	(76,800.01)
TOTAL REVENUE	1,268,770.08	801,030.15	467,739.93	14,794,705.96
DIRECT COSTS:				
RECURRENT NETWORK TRANSMISSION				
Domestic Channels	27,889.99	27,889.99	.00	304,062.56
International Channels	111,535.16	139,812.41	(28,277.25)	1,624,400.17
Local Access Loops	19,162.05	19,162.05	.00	230,483.01
One Time Charges	291.00	.00	291.00	1,441.00
TOTAL RECURRENT NETWORK TRANSM	158,878.20	186,864.45	(27,986.25)	2,160,386.74
NON-RECURRENT OPERATIONAL COST				
Telephone	42.25	(42.25)	84.50	.00
Repairs & Maintenance	.00	673.01	(673.01)	673.01
Prepaid Calling Cards	13,830.64	10,937.67	2,892.97	79,217.19
Training Expense	.00	.00	.00	735.00
Professional Services/Subs	34,346.86	43,992.81	(9,645.95)	514,425.76
TOTAL NON-RECURRENT OPERATIONAL	48,219.75	55,561.24	(7,341.49)	595,050.96
NON-RECURRENT SWITCHED SVCS CO				
Int'l PST Traffic (In)	(374.70)	374.70	(749.40)	.00
Int'l VPN Traffic (In)	921,245.36	472,426.70	448,818.66	10,187,931.46
TOTAL NON-RECURRENT SWITCHED S	920,870.66	472,801.40	448,069.26	10,187,931.46
TOTAL DIRECT COSTS	1,127,968.61	715,227.09	412,741.52	12,943,369.16
PROFIT AFTER DIRECT COSTS	140,801.47	85,803.06	54,998.41	1,851,336.80
INDIRECT COSTS:				
NON-RECURRENT SALES PERSONNEL				
Commissions	16,906.39	.00	16,906.39	24,443.09
TOTAL NON-RECURRENT SALES PERS	16,906.39	.00	16,906.39	24,443.09

INCOME STATEMENT

TEXCUM USA

FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE			YTD
	ACTUAL	PRIOR PERIOD	VARIANCE	ACTUAL
RECURRENT SALES PERSONNEL COST				
401K Matching	\$.00	.00	.00	68.75
Vacation Pay Accrued	302.90	913.64	(610.74)	4,188.91
Vacation Pay	128.85	138.47	(9.62)	1,059.46
Overtime	.00	.00	.00	676.89
Salaries	12,018.93	14,041.66	(2,022.73)	134,474.61
Insurance-Health	1,980.34	1,940.58	39.76	18,880.98
Social Security Expense	817.17	1,099.49	(282.32)	9,759.20
Medicare Expense	191.12	257.14	(66.02)	2,282.42
FUTA/SUTA Expense	82.35	14.80	67.55	424.44
Insurance- Work Comp	161.32	213.37	(52.05)	1,826.66
TOTAL RECURRENT SALES PERSONNE	15,682.98	18,619.15	(2,936.17)	173,642.32
RECURRENT ADMIN PERSONNEL COST				
401 K Matching	226.81	145.56	81.25	2,905.11
Vacation Pay Accrued	2,497.78	852.34	1,645.44	5,462.73
Vacation Pay	2,506.45	2,420.23	86.22	20,949.91
Overtime	567.53	336.35	231.18	3,914.74
Salaries	92,971.56	83,578.32	9,393.24	887,381.71
Insurance - Health	5,177.14	4,799.18	377.96	67,650.73
Social Security Expense	4,470.90	4,241.24	229.66	45,803.34
Medicare Expense	1,752.13	1,415.98	336.15	13,753.76
FUTA/SUTA Expense	642.85	153.58	489.27	1,899.74
Insurance - Workcomp	(17,169.91)	265.04	(17,434.95)	(15,126.71)
TOTAL RECURRENT ADMIN PERSONNE	93,643.24	98,207.82	(4,564.58)	1,034,595.06
RECURRENT REAL ESTATE/EQUIP RE				
Real Estate Rent	14,996.27	14,133.73	862.54	177,784.09
Equipment Rental	1,700.51	2,003.90	(303.39)	21,190.78
TOTAL RECURRENT REAL ESTATE/EQ	16,696.78	16,137.63	559.15	198,974.87
RECURRENT DEPRECIATION/AMORTIZ				
Equipment Depreciation	11,762.72	4,941.94	6,820.78	66,618.19
Amortization	9,331.30	6,200.30	3,131.00	78,154.61
TOTAL RECURRENT DEPRECIATION/A	21,094.02	11,142.24	9,951.78	144,772.80
NON-RECURRENT PERSONNEL COSTS				
Staffing & Recruitment	370.60	.00	370.60	14,649.42
Bonuses	1,000.00	12,592.34	(11,592.34)	26,194.74
Relocation Expense	2,000.00	2,000.00	.00	10,000.00
Recruiting	.00	.00	.00	230.00
Profit Sharing	.00	.00	.00	(30,746.04)
TOTAL NON-RECURRENT PERSONNEL	3,370.60	14,592.34	(11,221.74)	20,328.12
NON-RECURRENT PROFESSIONAL SER				
Professional Consultants	7,640.00	5,635.38	2,004.62	137,545.04
Professional Service Contract	731.90	631.90	100.00	11,217.26
Legal Fees	15,997.06	8,201.19	7,795.87	205,626.89
Professional Training Expense	.00	.00	.00	1,695.00
TOTAL NON-RECURRENT PROFESSION	24,368.96	14,468.47	9,900.49	356,084.19
NON-RECURRENT TRAVEL/ENTERTAIN				
Travel-Transp. & Lodging	2,703.60	1,012.78	1,690.82	54,517.48
Travel-Other	1,882.19	2,787.02	(904.83)	21,783.46
TOTAL NON-RECURRENT TRAVEL/ENT	4,585.79	3,799.80	785.99	76,300.94
NON-RECURRENT OFFICE EXPENSE				
Garbage, Clean & Lawn Service	.00	157.50	(157.50)	157.50
Office Supplies	1,157.92	3,500.07	(2,342.15)	18,370.86
Post Office & Courier	773.95	1,297.14	(523.19)	13,127.62
Telephone Expenses	3,011.20	3,313.41	(302.21)	23,050.88
Office Repair	.00	.00	.00	5,426.46
Insurance - Comm. Liab.	.00	1,605.75	(1,605.75)	17,663.25
Insurance - Property	.00	990.76	(990.76)	10,898.36
Dues & Subscriptions	.00	.00	.00	2,559.24
Reference Materials	.00	.00	.00	100.00
Licenses	1,100.00	1,100.00	.00	14,361.80

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 2000

	PERIOD TO DATE			YTD
	ACTUAL	PRIOR PERIOD	VARIANCE	ACTUAL
NON-RECURRENT OFFICE EXPENSE	(Continued)			
Miscellaneous Expenses	\$47.70	258.30	(210.60)	4,056.05
Software	72.00	.00	72.00	72.00
Bad Debt Expense	146,944.04	2,066.27	144,877.77	159,758.50
Orlando Office Expenses	.00	.00	.00	9,366.36
TOTAL NON-RECURRENT OFFICE EXP	153,106.81	14,289.20	138,817.61	278,968.88
NON-RECURRENT ADVERTISING/MARK				
Marketing	861.22	.00	861.22	8,089.38
Advertising	.00	.00	.00	1,455.20
TOTAL NON-RECURRENT ADVERTISING	861.22	.00	861.22	9,544.58
NON-RECURRENT TAXES				
Taxes	.00	.00	.00	437.10
Property Taxes	1,145.82	1,100.00	45.82	13,343.15
TOTAL NON-RECURRENT TAXES	1,145.82	1,100.00	45.82	13,780.25
TOTAL INDIRECT COSTS	351,462.61	192,356.65	159,105.96	2,331,435.10
NET INCOME FROM OPERATIONS	(210,661.14)	(106,553.59)	(104,107.55)	(480,098.30)
OTHER INCOME AND EXPENSE:				
OTHER EXPENSES				
Interest Expense (Other)	.00	.00	.00	(3,183.95)
Interest Expense (Lease)	552.82	.00	552.82	552.82
Other Expenses	.00	.00	.00	(115.00)
Bank Fees/Service Charges	.00	.00	.00	(241.99)
Penalties	(71.33)	(9.22)	(62.11)	(727.86)
Suspense	95.18	(1,004.40)	1,099.58	(1,608.92)
TOTAL OTHER EXPENSES	576.67	(1,013.62)	1,590.29	(5,324.90)
OTHER INCOME				
Interest Earned	296.23	425.40	(129.17)	2,566.30
Other Revenue	36,101.00	2,530.00	33,571.00	41,329.54
TOTAL OTHER INCOME	36,397.23	2,955.40	33,441.83	43,895.84
TOTAL OTHER INCOME AND EXP	36,973.90	1,941.78	35,032.12	38,570.94
PROFIT (LOSS) BEFORE TAX	(173,687.24)	(104,611.81)	(69,075.43)	(441,527.36)
INCOME TAX				
Income Taxes	.00	.00	.00	7,024.00
TOTAL INCOME TAX	.00	.00	.00	7,024.00
NET PROFIT (LOSS)	\$(173,687.24)	(104,611.81)	(69,075.43)	(448,551.36)

ASSETS

CURRENT ASSETS

Cash - Paine Webber	\$7,515.62	
Bank of America Operating	263,675.25	
Bank of America-Payroll	954.32	
Bank of America Customer Depos	1,914.37	
Petty Cash - Miami	500.00	
Accounts Receivable-Trade	1,769,994.06	
Allowance for Bad Debt	(427,472.20)	
Allowance for Disputes	(23,309.79)	
Accounts Receivable-Affiliates	1,171,056.89	
Employee Loans	1,600.92	
Prepaid Expenses-affiliates	285,130.90	
Prepaid Expenses	1,074,733.97	
Prepaid Expenses- allowance	(1,002,145.61)	
Due From Telinvest	296,762.27	
Due from MICL	270,392.20	
TOTAL CURRENT ASSETS		3,691,303.17

FIXED ASSETS

Signs	1,917.52	
Furniture	16,374.25	
Office Electronic Equipment	327,717.83	
Computer Software	63,044.08	
Continental Fiber Optic	481,450.85	
Accum. Depreciation	(232,516.09)	
Allow for Amortization	(301,685.45)	
TOTAL FIXED ASSETS		356,302.99

OTHER ASSETS

Deposits	64,663.94	
Accts Rec.- LongTerm Affiliate	83,283.79	
Due from MICL Long-Term	724,703.00	
Licenses	1,533.00	
TOTAL OTHER ASSETS		874,183.73
TOTAL ASSETS		\$4,921,789.89

DECEMBER 31, 2000

LIABILITIES AND OWNERS EQUITY

CURRENT LIABILITIES

Accounts Payable-Trade	\$338,650.71	
Accounts Payable -Affiliates	1,745,479.28	
Disputes Pending	(64,122.48)	
Due to Telinvest	156,909.00	
Lease Payable	16,402.17	
Accrued Expenses	726,046.82	
Accrued Expenses-affiliates	46,501.37	
Unearned Revenues-Prepaid Call	6,969.73	
Escrow-Alliston	2,282.83	
Accrued Vacation	41,286.51	
Accrued Workman's Compensation	19,065.39	
Workman's Compensation Paid	(16,209.41)	
TOTAL CURRENT LIABILITIES		3,019,261.92

LONG-TERM LIABILITIES

Customer Deposits	26,096.89	
Lease Payable	16,477.17	
Pending Capital Investment	2,033,000.00	
TOTAL LONG-TERM LIABILITIES		2,075,574.06

TOTAL LIABILITIES

5,094,835.98

OWNERS EQUITY

Common Stock	500.00	
Paid In Capital	923,214.98	
Retained Earnings	(648,209.71)	
Retained Earnings - Current	(448,551.36)	
TOTAL OWNERS EQUITY		(173,046.09)

TOTAL LIABILITIES AND OWNERS EQUITY

\$4,921,789.89

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 200

	PERIOD TO DATE			YTD
	ACTUAL	PRIOR PERIOD	VARIANCE	ACTUAL
REVENUE				
Rental Income	\$54,664.48	84,377.06	(29,712.58)	677,971.54
TOTAL REVENUE	54,664.48	84,377.06	(29,712.58)	677,971.54
DIRECT COSTS:				
NON-RECURRENT OPERATIONAL COST				
Fuel	.00	.00	.00	29.47
Repairs & Maintenance	.00	.00	.00	7,000.00
TOTAL NON-RECURRENT OPERATIONAL COST	.00	.00	.00	7,029.47
TOTAL DIRECT COSTS	.00	.00	.00	7,029.47
PROFIT AFTER DIRECT COSTS	54,664.48	84,377.06	(29,712.58)	670,942.07
INDIRECT COSTS:				
RECURRENT MANAGEMENT FEES				
Management Fees	8,500.00	8,500.00	.00	102,000.00
TOTAL RECURRENT MANAGEMENT FEE	8,500.00	8,500.00	.00	102,000.00
RECURRENT DEPRECIATION/AMORTIZ				
Equipment Depreciation	28,872.46	26,041.31	2,831.15	296,603.28
Real Estate Depreciation	2,002.49	2,002.49	.00	23,900.71
TOTAL RECURRENT DEPRECIATION/AMORTIZ	30,874.95	28,043.80	2,831.15	320,503.99
NON-RECURRENT PROFESSIONAL SERVICES				
Professional Consultants	1,170.00	1,000.00	170.00	19,245.00
Legal Fees	.00	.00	.00	180.00
TOTAL NON-RECURRENT PROFESSIONAL SERVICES	1,170.00	1,000.00	170.00	19,425.00
NON-RECURRENT OFFICE EXPENSE				
Office Repair	.00	.00	.00	957.00
Insurance - Property	(2,104.76)	300.68	(2,405.44)	1,302.00
Dues & Subscriptions	.00	.00	.00	825.00
Licenses	.00	.00	.00	266.62
Software	.00	.00	.00	250.00
TOTAL NON-RECURRENT OFFICE EXPENSE	(2,104.76)	300.68	(2,405.44)	3,600.62
NON-RECURRENT TAXES				
Property Taxes	307.48	30,020.06	(29,712.58)	38,576.19
TOTAL NON-RECURRENT TAXES	307.48	30,020.06	(29,712.58)	38,576.19
TOTAL INDIRECT COSTS	38,747.67	67,864.54	(29,116.87)	484,105.80
NET INCOME FROM OPERATIONS	15,916.81	16,512.52	(595.71)	186,836.27
OTHER INCOME AND EXPENSE:				
OTHER EXPENSES				
Interest Expense (Other)	(5,258.73)	(4,467.64)	(791.09)	(69,597.03)
Interest Expense (Lease)	.00	(2,006.71)	2,006.71	(24,279.16)
Bank Fees/Service Charges	(65.00)	(25.25)	(39.75)	(319.50)
Penalties	(198.76)	.00	(198.76)	(789.50)
TOTAL OTHER EXPENSES	(5,522.49)	(6,499.60)	977.11	(94,985.19)
OTHER INCOME				
Interest Earned	(645.70)	2,012.70	(2,658.40)	20,282.34
Gain/Loss Sale of Assets	.00	.00	.00	(25,984.46)
Other Revenue	405.00	255.75	149.25	2,448.49
TOTAL OTHER INCOME	(240.70)	2,268.45	(2,509.15)	(3,253.63)

Unaudited

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 200

	PERIOD TO DATE		VARIANCE	YTD
	ACTUAL	PRIOR PERIOD		ACTUAL
TOTAL OTHER INCOME AND EXP	\$ (5,763.19)	(4,231.15)	(1,532.04)	(98,238.82)
PROFIT (LOSS) BEFORE TAX	10,153.62	12,281.37	(2,127.75)	88,597.45
NET PROFIT (LOSS)	\$10,153.62	12,281.37	(2,127.75)	88,597.45

Unaudited

ASSETS

CURRENT ASSETS

Cash - Sun Bank Operating	\$1,828.63
Accounts Receivable- Trade	1,052.31
Accounts Receivable-Affiliates	1,310,487.89
Prepaid Expenses	1,573.87
Due from TexcomUSA	156,909.00
Due From MICL	176,801.49
Notes Receivable-affiliates	161,559.38

TOTAL CURRENT ASSETS

1,810,212.57

FIXED ASSETS

Customer Terminal Equipment	123,859.50
Local Loop and Access	22,232.42
Power Equipment AC & DC	91,845.66
Voice Switching Equipment	57,354.65
Data Switching Equipment	353,311.67
Multiplexing Equipment	953,110.04
Satellite Transmission	492,350.00
Supervising/Control Equipment	3,059.72
Data Processing Equipment	1,427.50
Test Equipment	93,733.86
Spare Parts	4,118.71
Auxiliary Equipment	3,699.44
Cascade Equipment	162,224.77
Continental Grain Project	11,382.04
Cascade Project	281.45
Gardens America	4,910.26
Antennas	309,709.19
Installation Materials	54,800.18
Subs and Integration	13,967.77
Earth Station Project Study	189,584.00
House	486,183.45
Land	212,812.50
Building	210,236.70
Property Improvement #2	116,200.27
Property Improvement	117,165.00
Parking Lot	8,500.00
Signs	2,741.16
Landscaping	4,350.00
Furniture	11,638.56
Office Electronic Equipment	64,047.67
Computer Software	39,437.04
Accum. Depreciation	(1,643,380.70)

Unaudited

ASSETS (Continued)

TOTAL FIXED ASSETS		<u>\$2,576,894.48</u>
OTHER ASSETS		
Deposits	30,880.74	
Accounts Receivable-Long-Term	119,472.18	
Organizational Costs	8,334.89	
Allow for Amort/Org Cs	(8,334.89)	
Start-up/Earth Station	6,528.39	
Allow for Amort/Earth	(6,528.39)	
TOTAL OTHER ASSETS		<u>150,352.92</u>
TOTAL ASSETS		<u><u>\$4,537,459.97</u></u>

Unaudited

LIABILITIES AND OWNERS EQUITY

CURRENT LIABILITIES

Accounts Payable	\$89,140.98	
Mortgage Payable - B. Lynch	893.89	
Mortgage Payable - PNC Trust	596.48	
Mortgage Payable - R. Gober	496.69	
Mortgage Payable-House	3,194.99	
Note Payable -ICI	18,644.78	
Lease Payable	72,667.85	
Accrued Expenses	18,137.97	
Due to Alliston	26,526.00	
Due to TexcomUSA	296,762.27	
Sales Tax Payable	897.93	
		<hr/>
TOTAL CURRENT LIABILITIES		527,959.83

LONG-TERM LIABILITIES

Mortgage Payable - B. Lynch	73,358.37	
Mortgage Payable - PNC Trust	48,950.79	
Mortgage Payable - R. Gober	40,761.89	
Mortgage Payable-House	364,494.83	
Lease Payable	82,004.37	
Alliston -Pending Capital Inv	350,715.34	
		<hr/>
TOTAL LONG-TERM LIABILITIES		960,285.59

TOTAL LIABILITIES

1,488,245.42

OWNERS EQUITY

Wajay Investments, Inc.	253,695.57	
Alliston Properties, Inc.	2,283,259.25	
Retained Earnings	423,662.28	
Retained Earnings - Current	88,597.45	
		<hr/>
TOTAL OWNERS EQUITY		3,049,214.55
		<hr/>
TOTAL LIABILITIES AND OWNERS EQUITY		\$4,537,459.97
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Unaudited

ATTACHMENT IV

NACS COMMUNICATIONS, INC., D/B/A TEXCOM USA

MANAGERIAL AND TECHNICAL CAPABILITIES

MW

RESUMES

- 1.- Carlos Lillo, C.E.O
- 2.- Eduardo Cepeda, Director of Opertions
- 3.-Alvaro Franco, Switching Manager

CARLOS LILLO
17075 SW 74 Place, Miami, Florida 33157
Phone: (305) 3781493 - Email: clillo@texcom-usa.com

PROFESSIONAL SUMMARY

- Successful senior executive with 18 years experience in the Telecommunications industry. Strong P&L background managing sales, marketing, product development, operations and customer service.
- Highly skilled at defining and achieving revenue and cost/expense objectives, strategic business plans, product strategies, tactical sales and marketing plans and process improvement initiatives.
- Experienced in company capitalization activities, budget plans and investor relations.
- Broad experience in building, managing and motivating sales, marketing and service organizations. Proven track record in sales goal attainment and developing multi-faceted distribution channels.
- Extensive experience in software and hardware product, system and network solutions. Intimate knowledge of software based networking and digital wireless access technologies.

PROFESSIONAL EXPERIENCE

TEXCOM USA , MICL, TELEINVEST . U.S.A JANUARY 99- PRESENT
CEO

- Responsible for implementing company strategy , business development and operation for this group of companies
- Restructuring commercial department: Four line of business were created
Equal access (1010093), Prepaid calling card, Network services, Wholesale LD
- Operations : technical platforms were created in order to support new lines of business ,including
Bell South FGD interconnection
Ss7 Interconnections
Clec interconnections
IP networks
Operational Agreements with LD Carriers in Latin America

CARLOS LILLO – 2

TEXCOM S.A. – Santiago, Chile

April 94 - 99

General Manager

- General Manager of Texcom, S.A. and affiliates companies in USA – Texcom USA, Colombia – Colomsat, Venezuela – Perusat, Mexico – Texcom-Mexico, Bolivia - Datacom, Brazil, Argentina y Ecuador.
- Established the company's first telecommunication network in the US and Latin America from its inception to actual fixed assets of US\$62 million.
- Recruitment of key personnel, development of company business plan, development of a sales and marketing organization/tools to include a sales funnel, marketing collateral and product management function, institutionalization of a company benefits program and establishment of a financial infrastructure.
- Development of different services in the US and Latin America (Microwave Networks, Equal Access, Carrier Sales, Private Networks, Frame Relay, X 25).
- During this tenure revenue growth increased from US\$9.7 millions in 1994 to \$54 millions in 1997.

TEXCOM S.A. HOLDING – Santiago, Chile

July 93 – March 94

Vice-president Business Development

- This holding company provided opportunity to create strategic business plan for expansion project into Latin America and USA for the companies owned in this region.
- Major accomplishment was to increase revenue by 485% from \$2 millions to US\$9.7 millions.

TECOM S.A. – Santiago, Chile

1989 - 1993

Executive Vice President

- Acting as the deputy General Manager, was responsible for the creation of TECOM, S.A. from previous company named TECOM LIMITED.

CARLOS LILLO - 3

- Responsible for implementing sales strategy of Telecommunication Networks for local business (mainly banking industry), business development and maintaining the relationship with foreign companies represented by TECOM in Chile.
- Participated in the creation of Telecommunication Companies in Argentina and Brazil.

<u>TECOM LTD.</u>	<u>1982 - 1988</u>
Senior Sales Manager	1987 - 1988
Chief Engineer	1986 - 1987
Engineer	1982 - 1985

- The positions held in this newly created company throughout the years transitioned from a technical role to a direct sales role to gain major account experience selling telecommunication products.
- Covered all aspects of sales/engineering including purchasing, installation and maintenance of telecommunication equipment, product management, marketing, project management and the design of networks projects.
- Responsible for the planning, development and project execution for network sales to telecommunication companies and multi-nationals.
- Develop and maintain the relationship with the manufacturers represented by TECOM.
- Different technical positions in engineering that covered from installation and maintenance of telephone switches, creation of engineering and manufacturing department to engineer in charge of operations.

EDUCATION & SKILLS

- B.S. Electrical Engineering, Universidad de Santiago de Chile 1982
Double major in electrical engineering and telecommunications.
- Attended numerous training courses and industry seminars 1984 – Present
- Fully bilingual (English/Spanish)

EDUARDO R. CEPEDA

964 Shaw Circle
Melbourne, Florida 32940
Tel.: (321) 757-0561 Home
(321) 431-4334 cellular.

Career Summary

1. 5 years in USA relocated from Chile, to take the position of Director of Transmission within Texcom USA/MICL, the Telex Chile's principal U.S. subsidiary located in Palm Bay, Florida. Currently as Director of Operations reporting to the C.E.O., in charge of 15 people among engineers, technicians and administrative people.
 - a) Director in charge of controlling the technical operations staff, consisting of six areas such as Operation Control Center for the Texcom's network around South America, Switching, Satellite Teleport, Customer Service, M.I.S. and Provisioning.
 - b) Responsible for approving all new technical projects brought to the company as well as the execution of them.
 - c) Responsible for all the telecommunication costs, as far as report and control.
 - d) Setting all the technical goals of the teleport operations and ultimately responsible for all technical operations.
2. 5 years of work experience at CHILESAT, one of the three largest communications companies in Chile owned by Telex-Chile S.A. In charge of the Operation Department, supervising the whole operations, maintenance and running of nets via satellite and fiber optic.
 - a) Manager in charge of carrying out all analysis for the best performance of all national and international net via satellite of voice and data that Telex Chile owns in South America and U.S.A. To achieve a full knowledge of all net points, likewise the equipment utilized which is standard in all sites of the net.
 - b) In charge of carrying out all coordination of operations with different satellite stations around the world, in order to provide and distribute services through these systems. Permanent connection with Intelsat, organization that owns satellites this company works with.
 - c) Responsible for providing permanent support to the rest of the company technical departments in order to analyze feasible development of new projects and solving failures into the operation services as well as all kind of problems.
3. 3 years working in the Department of Projects of the Navy Telecommunications Service of Chile, integrating the design team, implement and start of the Navy's new digital net to support voice and data with Packet Switching technology (X.25), which include the operations of a variety of projects developed together to achieve the objective, participating in the following steps:
 - a) Analysis of cost efficiency of the proposal brought about to different providers, as much as the equipment as the signal carrier to be used, in order to define the later acquisition to one or more providers.

- b) Training taken in several universities and telecommunications companies in data transmission digital techniques, administration of PABX's, operation and maintenance of muxes nodes and administration and operation of digital nets.
 - c) Expenses Control of the projects in their steps.
 - d) Implementation of the systems and equipment in various point of the country, along with providing training to all operators of the new net.
- 4. Strong management skills.
 - 5. Spanish and English proficiency.

Communications Knowledge

Satellite Communications and associated equipment. Data Transmission Techniques such as Packet Switching, Frame Relay, ATM, IP. Network Management Systems. Fiber Optic. Operation, Maintenance and Programming of a variety of equipment such as Data Multiplexors, PBX's and PABX's, Public switches, FRADS, VoIP and associated equipment, Pre-paid calling cards platforms.

EDUCATION

1979 – 1982 Higher Level Technician – Chilean Navy – Electronic and Telecommunication Academy.
1990 – 1992 Courses, Seminars and Programs – Graduate Schools – Universidad Catolica de Valparaiso, Universidad de Chile, Harris Corp., NEC Chile.
1997 Frame Relay Techniques and equipment associated – ASCEND COMM., Westford , Massachusetts.

José Alvaro Franco Inzunza

Camino del Tepeyac 4367, Residencial La Hacienda
Monterrey, N.L.
528 359 2882, 528 359 2879 (Monterrey, N.L)
528 349 4329 (H, Monterrey, N.L.)
Pager: (528) 356 6970 PIN: 425 0644 (Monterrey)

Professional goal: To achieve the excellence in my professional performance, and help the development of the company and the people who I had the opportunity to collaborate with.

Professional Experience

GRUPO IUSACELL, S.A. de C.V. From January of 1997 to present date
Monterrey, N.L.

Network Services Coordinator, Responsible of IUSACELL network coordination in the North Region of México, which includes Long Distance Switches, Paging Centrals and Transmitters, X.25 Nodes, and Satellital network, activities consist in analysis of the network performance, it's improving and expansion, standarization and support

GRUPO IUSACELL S.A. de C.V. From March of 1995 December of 1996
México City

Support Staff for the COR. (Network Operations Center) Working in the team responsible of the network monitoring system configuration, which involved the analysis of the logs and alarms generated by the Nortel Switch, their importance for the company, their correct configuration, and the correlation among them. The project also included integration of several network managment systems of other equipments, such as:

- *TimePlex and Newbridge multiplexors network,*
- *CDPD Network*
- *Microwave network and last mile links*
- *EDA X.25 Nodes, etc.*

Another project was the designing of a Trouble Ticket and it's flux trough the Company departments, which made possible to collect statistical data to achieve a higher level of efficiency, by shorten response times and improving customer care, this Trouble Ticket made possible the to built a database of problems and solutions which in fact, helped to identify and improve weak areas of the equipment and the maintenance and operations procedures

Other Projects included the design, coordination and teaching a DMS-MTX Maintenance and Operations Course for untrained COR personnel mainly.

GRUPO IUSACELL S.A. de C.V. From January of 1995 March of 1995
Juárez City, Chihuahua

Switching Coordinator. Being in charge of the analysis and performance optimization of the Switches over the North of México, maintenance, and operation coordination and installation supervision, including their translations, provisioning and standarization

Movitel del Noroeste S.A. de C.V. From March of 1991 until December of 1994
Culiacán, Sinaloa
Switching chief engineer. Being responsible of the operation and maintenance of MOVITEL's MTSO (DMS-MTX) in this city and the peripheral equipment connected to it, such as anti-fraud and billing systems and IS-41 validation

Movitel del Noroeste S.A. de C.V. From November of 1990 until March of 1991
Culiacán, Sinaloa
Switching engineer. As Switch operator, and as a support to the R.F. and transmission personnel

TVCULSA From May of 1990 until November of 1990
Culiacán, Sinaloa
Maintenance Manager. Being responsible of the maintenance of the equipment of the local T.V. station in this city (Channel 3)

TVCULSA From February of 1990 until April of 1990
Culiacán, Sinaloa
Maintenance Engineer. Doing maintenance to the equipment of the local T.V. station, this included 's professional VCR, video cameras, audio and video processors, R.F. transmitters, etc

HYLSA Jun and July of 1989
Monterrey, Nuevo León
Project engineer. As a part of the pelletization pilot plant automatization team

E d u c a t i o n

Instituto Tecnológico y de Estudios Superiores de Monterrey From August 1984 until December of 1989
Monterrey, Nuevo León
Electronics and Communications Engineering Bachelor, degree recognized by the South Universities Association

Colegio de Bachilleres de Culiacán From September of 1981 until July of 1984
Culiacán, Sinaloa
Senior High School

Escuela Secundaria Técnica #1 From September of 1978 until July of 1981
Culiacán, Sinaloa
Junior High School

Other Courses

NORTEL Training Center Raleigh NC <i>CCS7 Protocol</i>	<i>August of 1997.</i>
"Alejo Peralta" IUSACELL Group Training Center . México City <i>"Negotiate the best price, and more..."</i>	<i>July of 1997.</i>
NORTEL Customer Training Center México City. <i>DMS-250 Translations</i>	<i>April of 1997.</i>
NORTEL Customer Training Center Bramalea, Ontario <i>CCS7 Operations and maintenance</i>	<i>November of 1996.</i>
NORTEL Customer Training Center Bramalea, Ontario <i>DMS-300 Translations</i>	<i>October of 1996.</i>
"Alejo Peralta" IUSACELL Group Training Center México City. <i>"CDMA".</i>	<i>November of 1995.</i>
NORTEL Customer Training Center México City. <i>"DMS-MTX Real Time Capacity".</i>	<i>October of 1995.</i>
"Alejo Peralta" IUSACELL Group Training Center México City. <i>"Cellular Digital Packet Data".</i>	<i>August of 1995.</i>
"Alejo Peralta" IUSACELL Group Training Center México City. <i>"Service culture Basic Seminary".</i>	<i>June of 1995.</i>

"Alejo Peralta" IUSACELL Group Training Center *February of 1995.*
México City.
"SDH".

Instituto ZAM de Desarrollo Empresarial *May of 1994.*
Culiacán, Sin.
"Sensibilización para la calidad y la productividad".

Northern Telecom Customer Training Center *August of 1993.*
Richardson, Texas.
"DMS-MTX Advanced Maintenance".

Northern Telecom Customer Training Center *December of 1991.*
Richardson, Texas.
"DMS-MTX Power Maintenance".

Northern Telecom Customer Training Center *August of 1991.*
Bramalea, Ontario.
"DMS-MTX International Maintenance".

Northern Telecom Customer Training Center *August of 1991.*
Bramalea, Ontario.
"DMS-MTX Translations Troubleshooting".

Novatel Training Center *Diciember of 1990.*
Calgary, Alberta.
"NTI 800 Cell Site Operations and Maintenance".

Northern Telecom Customer Training Center *November of 1990.*
Bramalea, Ontario.
"DMS-100 Translations Troubleshooting".

Northern Telecom Customer Training Center *November of 1990.*
Bramalea, Ontario.
"Cellular Radio Delta DMS-MTX".

L e n g u a g e s

Spanish, First Language

English, Second Language