

MILLER ISAR
INC.
REGULATORY CONSULTANTS

ORIGINAL

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

030327-T1

RECEIVED-FPSC
COMMISSION CLERK
03 APR -7 AM 10:57

Via Overnight Delivery

April 4, 2003

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: Fox Communications Corporation - Application for Authority

Dear Ms. Bayo:

Pursuant to my conversation with Nancy Pruitt, enclosed for filing please find an original and four (4) copies of Fox Communications Corporation's ("Fox") Application for Authority to provide interexchange telecommunications service throughout the State of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

Fox contemporaneously files a Motion for Protective Order at Appendix F, requesting confidential treatment of its financial statements, which are attached to the Application as Exhibit E, and are sealed in a manila envelope and labeled "Confidential." Fox respectfully requests that its financial statements be viewed by Commission staff only in the performance of its governmental duties, and not be released to the public, consistent with Fox's Motion, if granted.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.
Stacey A. Klinzman
Stacey A. Klinzman
Director - Regulatory Compliance

RECEIVED & FILED
Th
FPSC-BUREAU OF RECORDS

DISTRIBUTION CENTER
03 APR -7 AM 9:42

cc: Robert Benson, Fox Communications Corporation

Motion
DOCUMENT NUMBER-DATE
03230 APR-7 8
FPSC-COMMISSION CLERK

CONFIDENTIAL
DOCUMENT NUMBER-DATE
03231 APR-7 8
FPSC-COMMISSION CLERK

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check
gm

Application
DOCUMENT NUMBER-DATE
03229 APR-7 8
FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Fox Communications Corporation)
for Original Authority to Provide)
Interexchange Telecommunications) No. _____
Services Within the State of Florida)

APPLICATION FOR AUTHORITY

Fox Communications Corporation (“Applicant”), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida (“Application”) with the Florida Public Service Commission (“Commission”). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing end-user 1+, 800 and postpaid calling card services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant’s legal name is Fox Communications Corporation.

3. Applicant will be doing business as Fox Communications Corporation.

4 and 5. Applicant’s official mailing address is:

Fox Communications Corporation
5210 Carillon Point
Kirkland, Washington 98033

Applicant will not have a Florida office or maintain employees in the State of Florida. All of

Applicant's operations will be directed from Applicant's corporate headquarters in Kirkland, Washington.

6. Applicant proposes to provide resold end-user interexchange services, including outbound 1+, toll free, and postpaid calling card services. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of Washington on December 4, 1989. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

8 and 9. Not applicable as Applicant is not an individual and is not incorporated in Florida.

10. Applicant's certificate of authority to operate in Florida is filed herewith as **Exhibit B**.

11-14. Not applicable as Applicant is not doing business under a fictitious name and is not a limited liability partnership, partnership or foreign limited partnership.

15. Applicant's Federal Employee Identification No. is 91-1434110.

16, 17. Applicant will be responsible for issuing customer bills and its name will appear on customer bills. Applicant will provide end-user services to residential and commercial customers.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Stacey A. Klinzman
Director - Regulatory Compliance
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474

(b) The official point of contact for ongoing operations of the Applicant is:

Mr. Robert Benson
Fox Communications Corporation
5210 Carillon Point
Kirkland, Washington 98033

Telephone: 425.562.2900
Facsimile: 425.828.7889

(c) Customer complaints/inquiries should be directed to Applicant's customer service manager:

Customer Service Manager
Fox Communications Corporation
5210 Carillon Point
Kirkland, Washington 98033

Telephone: 1.800.488.2812

19. (a) Applicant currently offers retail telecommunications services in the State of Washington.

(b) Applicant has an application pending in the State of California. Applicant has been granted interim operating authority in the Commonwealth of Pennsylvania pending a final Pennsylvania Public Utility Commission order. Applicant intends to make application for resold retail interexchange authority in more than half of the states.

(c) Applicant is authorized to provide retail telecommunications services in the State of Washington.

(d) Applicant has not been denied authority to operate as an interexchange telecommunications company.

(e) Applicant has not had regulatory penalties imposed for violations of telecommunications statutes.

(f) Applicant has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant proposes to provide switched one-plus, toll free and postpaid calling card services throughout Florida at flat rates per minute or increments of a minute.

22. Applicant's proposed tariff is attached hereto as **Exhibit C**.

23. (a) Applicant's senior staff has extensive experience in the telecommunications industry. A summary of senior management experience appears as **Exhibit D**.

(b) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier(s).

(c) Applicant's financial statements, copies of which are attached as **Exhibit E**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

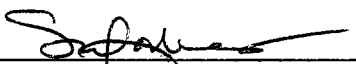
In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

(Signature next page)

WHEREFORE, Fox Communications Corporation respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 25th day of March, 2003.

Fox Communications Corporation

By: 
Steve Forbes, President
5210 Carillon Point
Kirkland, Washington 98033

Telephone: 425.562.2900

Facsimile: 425.828.7889

Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: 253.851.6700

Facsimile: 253.851.6474

Applicant's Regulatory Consultants

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **Sam Reed**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF AMENDMENT

of

PHONELINK, INC.

CHANGING NAME TO FOX COMMUNICATIONS CORPORATION

as filed in this office on July 21, 1992.

Date: January 30, 2003



Given under my hand and
the Seal of the State of
Washington at Olympia,
the State Capital.

Sam Reed, Secretary of State



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF AMENDMENT

to

PHONELINK, INC.

a Washington Profit corporation. Articles of Amendment were filed for record in this office on the date indicated below.

Changing name to FOX COMMUNICATIONS CORPORATION

U.B.I. Number: 601 146 065

Date: July 21, 1992

Given under my hand and the seal of the State of Washington, at Olympia, the State Capital

RALPH MUNRO

Ralph Munro, Secretary of State

00276 JUL 23 92

State of Washington
Corporations Division
Office of the Secretary of State

FILED
STATE OF WASHINGTON

JUL 21 1992

RALPH MONROE
SECRETARY OF STATE

ARTICLES OF AMENDMENT

Pursuant to RCW 23B.10.060 of the Washington Business Corporation Act, the undersigned corporation hereby submits the following amendment(s) to the corporation's Articles of Incorporation.

- 1. The name of the corporation is: PHONELINK, INC.
- 2. The text of each amendment(s) as adopted is (are) as follows:

See Attached.

- 3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the text of the amendment itself, are as follows:

Not Applicable.

- 4. The date of adoption of each amendment(s) was:

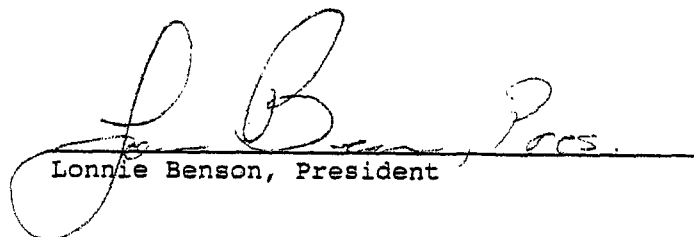
July 2, 1992

- 5. The amendment(s) was (were) adopted by:

- () The incorporators. Shareholder action was not required.
- () The board of directors. Shareholder action was not required.
- (XX) Duly approved shareholder action in accordance with the provisions of RCW 23B.10.030 and RCW 23B.10.040.

- 6. These Articles will be effective upon filing, unless an extended date and/or time appears here: _____, 19____.

Dated: July 10, 1992


 Lonnie Benson, President

ARTICLES OF AMENDMENT

OF

PHONELINK, INC.

The undersigned, being of legal age, as all of the shareholders and directors of Phonelink, Inc., which was organized under the Washington Business Corporation Act, hereby adopts the following Articles of Amendment for such corporation pursuant to RCW 23B.10.060 et. seq.:

1. The name of the corporation is currently:

"PHONELINK, INC."

2. The name of the corporation is hereby changed to:

"FOX COMMUNICATIONS CORPORATION"

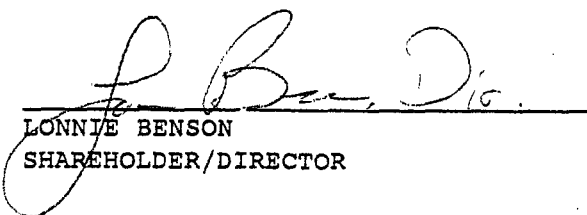
3. The above amendments were unanimously adopted by all of the shareholders and directors of the Corporation on July 2, 1992, by written consent in lieu of a meeting of the shareholders and directors pursuant to RCW 23B.10.030 and 23B.10.040.

4. 4,000 shares of the Corporation are issued and outstanding, and are entitled to vote on this resolution and amendment.

5. The number of shares that were voted for this resolution and amendment were 4,000. The number of shares that were voted against this resolution and amendment were none.

6. These Articles of Amendment provide for a name change. The Articles of Amendment do not provide for the reclassification of issued shares. The number of issued and outstanding shares shall not be altered in any way as a result of these Articles of Amendment.

DATED this 2nd day of July, 1992.


LONNIE BENSON
SHAREHOLDER/DIRECTOR

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

I, **Sam Reed**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF INCORPORATION

of

PHONELINK, INC.

as filed in this office on January 5, 1989.

Date: January 30, 2003

Given under my hand and
the Seal of the State of
Washington at Olympia,
the State Capital.



Sam Reed, Secretary of State



STATE of WASHINGTON SECRETARY of STATE

I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

PHONELINK, INC.

a Washington Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

Corporation Number: 601 146 065

Date: January 5, 1989

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

FILED

JAN 5 1989

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION

OF

PHONELINK, INC.

The undersigned, being of legal age, as incorporator of a corporation under the Washington Business Corporation Act, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE 1

NAME

The name of the corporation is PHONELINK, INC.

ARTICLE 2

DURATION

The period of duration of this corporation shall be perpetual.

ARTICLE 3

PURPOSES

This corporation is organized for the following purposes:

- (a) To engage in the business of providing telephone-controlled computer connection services.
- (b) To engage in any business, trade or activity which may lawfully be conducted by a corporation organized under the Washington Business Corporation Act.
- (c) To engage in all such activities as are incidental or conducive to the attainment of the purposes of this corporation or any of them and to exercise any and all powers authorized or permitted to be done by a corporation under any laws that may be now or hereafter applicable or available to this corporation.

The foregoing clauses of this Article 3 shall each be construed as purposes and powers, and the matters expressed in each clause shall be in no way limited or restricted by reference to or inference from the terms of any other clauses, but shall be regarded as independent purposes and powers; and nothing contained in these clauses shall be deemed in any way to limit or exclude any power, right or privilege given to this corporation by law or otherwise.

ARTICLE 4

SHARES

This corporation shall have authority to issue One Hundred Thousand (100,000) shares of common stock, each share shall have a par value of Two Dollars (\$2.00), amounting in the aggregate to Two Hundred Thousand Dollars (\$200,000).

ARTICLE 5

CONTRACTS IN WHICH DIRECTORS MAY HAVE INTEREST

Any contract or other transaction between this corporation and one or more of its directors, or between this corporation and any corporation, firm, association or other entity of which one or more of its directors are stockholders, members, directors, officers or employees or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction and notwithstanding his or their participation in such action, by voting or otherwise, even though his or their presence or vote, or both, might have been necessary to obligate this corporation upon such contract or transaction; provided, that the fact of such interest shall be disclosed to or known by the Directors acting on such contract or transaction.

ARTICLE 6

DIRECTORS

The number of directors of this corporation shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. The initial Board of Directors shall consist of one director, and the name and address of the person who shall serve as the sole director until the first annual meeting of shareholders and until his successors are elected and qualified, unless he resigns or is removed is:

<u>Name</u>	<u>Address</u>
Lonnie Benson	13256 Northrup Way, Suite #9 Bellevue, Washington 98005

ARTICLE 7

BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the Bylaws for this corporation, subject to the power of the shareholders to amend or repeal such Bylaws.

ARTICLE 8

REGISTERED OFFICE, AGENT

The address of the initial registered office of this corporation is 225 108th Avenue N.E., Suite 310, Bellevue, Washington 98004, and the name of its initial registered agent at such address is Gregory D. Lucas, the attorney for the corporation.

ARTICLE 9

PRE-EMPTIVE RIGHTS

Pre-emptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of this corporation.

ARTICLE 10

CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of this corporation.

ARTICLE 11

AMENDMENT OF ARTICLES OF INCORPORATION

This corporation reserves the right to amend or repeal by the affirmative vote of the holders of two-thirds of the shares entitled to vote thereon, any of the provisions contained in these Articles of Incorporation, and the rights of the shareholders or this corporation are granted subject to this reservation.

ARTICLE 12

INCORPORATOR

The name and address of the incorporator is Gregory D. Lucas of the law firm of Lucas & Whetsel, P.S., 225 108th Avenue N.E., Suite 310, Bellevue, Washington 98004, the attorneys for the corporation.

DATED this 4th day of January, 1988.



GREGORY D. LUCAS, Incorporator

LUCAS & WHETSEL, P.S.

ATTORNEYS AT LAW

A Professional Service Corporation

225 108TH AVENUE N.E.

SUITE 310, FIRST INTERSTATE BUILDING

BELLEVUE, WASHINGTON 98004

(206) 454-3302

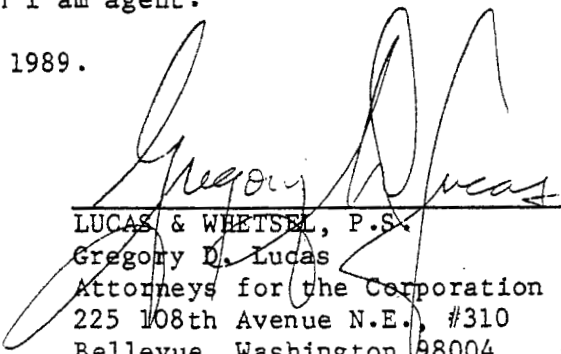
GREGORY D. LUCAS (WA & CO)
ANDREA F. WHETSEL

EDMUND J. JONES
OF COUNSEL

CONSENT TO SERVE AS REGISTERED AGENT

I, Gregory D. Lucas, hereby consent to serve as Registered Agent in the State of Washington for Phonelink, Inc. I understand that as agent for the corporation, it will be my responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am agent.

DATED this 5th day of January, 1989.



LUCAS & WHETSEL, P.S.
Gregory D. Lucas
Attorneys for the Corporation
225 108th Avenue N.E., #310
Bellevue, Washington 98004
(206) 454-3302

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of Florida



Department of State

I certify from the records of this office that FOX COMMUNICATIONS CORPORATION, is a corporation organized under the laws of Washington, authorized to transact business in the State of Florida, qualified on July 27, 2000.

The document number of this corporation is F00000004231.

I further certify that said corporation has paid all fees due this office through December 31, 2003, that its most recent annual report/uniform business report was filed on January 10, 2003, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of March, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

EXHIBIT C

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

FOX COMMUNICATIONS CORPORATION

5210 Carillon Point
Kirkland, Washington 98033
800.488.2312

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Fox Communications Corporation ("Company") within the State of Florida. This Tariff is on file with the Florida Public Service Commission. Copies may also be inspected during normal business hours at the Company's principal place of business, 5210 Carillon Point, Kirkland, Washington 98033.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

CHECK SHEET

Sheets 1 through 29 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

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1. Technical Terms and Abbreviations	7
2. Rules and Regulations	9
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4. Rates	26

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** or **regulation** but no change to rate or charge

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

TARIFF FORMAT

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

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by Fox Communications Corporation between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Florida Public Service Commission

Company:

Fox Communications Corporation ("Fox")

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Prepaid Calling Card:

A card issued by the Company permitting users to purchase a predetermined amount of access to the Company's long distance service prior to the use of Service(s). Also called a debit card.

Subscriber:

See "Customer" definition.

Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

"800" (Toll Free) Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX or 866-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications services to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. 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.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued: April 7, 2003
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Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

Issued: April 7, 2003
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Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.10. 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 its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours.

2.7.3. The subscriber shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.9. MINIMUM SERVICE PERIOD

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

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth in Section 4.3.1., and may be subject to additional collection agency fees.
- 2.10.4. A returned check charge as listed in Section 4.3.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.488.2312. Customer service representatives are available from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday. Between 6:01 PM to 5:59 AM Pacific Time, Customers may leave messages for Customer Services, which will be answered on the next business day, unless in the event of an emergency which threatens the Customer's service, in which case Customer Service Staff may be paged

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER, Continued

- 2.11.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.12. CANCELLATION BY COMPANY

- 2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
 - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
 - C. For unauthorized or fraudulent use.

Issued: April 7, 2003
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President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

- 2.12.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service with Company.
- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. INTERCONNECTION, Continued

2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments.

2.15. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.16. TAXES

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

2.17. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise provided in this Tariff, is six (6) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. 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.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. FOX COMMUNICATIONS CORPORATION TELECOMMUNICATIONS SERVICES**

- 3.3.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. **S1 Direct Dial Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services.
- 3.3.3. **S2 Toll Free Service** is a switched or dedicated access service offering users inbound, toll free (8XX NPA) long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.3.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

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Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 4 - RATES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedule:

4.1.1. Fox Communications Corporation Switched Direct Dial Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0180	\$0.0180

4.1.2. Fox Communications Corporation Switched Toll Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0180	\$0.0180

4.1.3. Fox Communications Corporation Postpaid Calling Card Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0190	\$0.0190

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued**

4.1.4. Public Telephone Surcharge

Per Call Surcharge	\$0.50
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4.1.5. Directory Assistance

InterLATA Directory Assistance, per call	\$0.85
IntraLATA Directory Assistance, per call	\$0.85

4.1.6. Returned Check Charge

A charge of \$20.00 or up to five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.1.7. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

Issued: April 7, 2003

Effective Date:

Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

SECTION 4 – RATES, Continued

4.2. SPECIAL RATES FOR THE HANDICAPPED

4.2.1. Directory Assistance

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

4.2.2. Hearing and Speech Impaired Persons

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

4.2.3. Telecommunications Relay Service

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

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

SECTION 4 – RATES, Continued

4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

Issued: April 7, 2003
Issued By:

Mr. Steve Forbes
President
5210 Carillon Point
Kirkland, Washington 98033

Effective Date:

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

Lonnie Benson, Founder

Lonnie Benson is the visionary leader behind Fox Communications. An entrepreneur who has launched a string of successful businesses, including Who's Calling & Global Telecom and Ukava iAfrica.

Benson's professional history is defined by his expertise in telecommunications and computer science. He founded Fox Communications Corporation as an interexchange carrier and one of the first commercial Internet service providers in the country, starting in the early 1990's.

In 2002, Benson received the Ernst & Young Entrepreneur of the Year Award in Technology for the Pacific Northwest Region.

Mr. Benson studied mechanical engineering and computer science at the University of Washington.

Steve Forbes, President

Steve Forbes has taken on strong leadership roles in many companies over the past two decades, providing direction and vision. Mr. Forbes has held senior marketing and operations management positions within Alaska Airlines, Home Street Mortgage, Pineapple Express, Inc., PayStar Communications, and Y3K, the latter which he co-founded.

His creativity and aptitude for strategic business planning has contributed to the growth and success of the companies he has been affiliated with.

EXHIBIT E

FINANCIAL STATEMENTS

(Attached)

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

Fox Communications Corporation
Application for Authority

CONFIDENTIAL

EXHIBIT E
Financial Statements

April 4, 2003

CONFIDENTIAL

APPENDIX A

APPLICANT ACKNOWLEDGEMENT STATEMENT
(Attached)

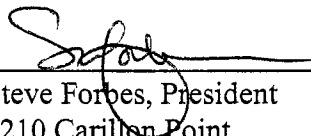
APPLICANT ACKNOWLEDGMENT STATEMENT

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 of \$50.00 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.

Respectfully submitted this 30 day of March, 2003.

Fox Communications Corporation

By:



Steve Forbes, President
5210 Carillon Point
Kirkland, Washington 98033

Telephone: 425.562.2900
Facsimile: 425.828.7889

APPENDIX B

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

Not applicable.

APPENDIX C

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 3rd day of March, 2003.

Fox Communications Corporation

By:



Steve Forbes, President

5210 Carillon Point

Kirkland, Washington 98033

Telephone: 425.562.2900

Facsimile: 425.828.7889

APPENDIX D

CURRENT FLORIDA INTRASTATE SERVICES
(Attached)

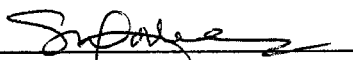
CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 25th day of March, 2003.

Fox Communications Corporation

By:


Steve Forbes, President
5210 Carillon Point
Kirkland, Washington 98033

Telephone: 425.562.2900
Facsimile: 425.828.7889

APPENDIX E

AFFIDAVIT
(Attached)

AFFIDAVIT


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

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

Respectfully submitted this 3rd day of March, 2003.

Fox Communications Corporation

By:



Steve Forbes, President
5210 Carillon Point
Kirkland, Washington 98033

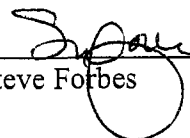
Telephone: 425.562.2900

Facsimile: 425.828.7889

VERIFICATION OF FINANCIAL STATEMENTS

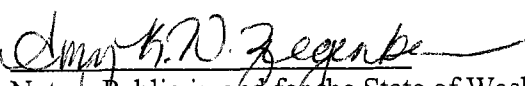
STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

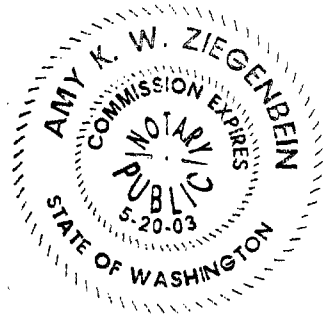
I, Steve Forbes, being first duly sworn and deposed, state that I am President of Fox Communications Corporation, Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



Steve Forbes

Subscribed and sworn to before me this 15th day of March, 2003.


Notary Public in and for the State of Washington,
residing at: Snogualmie, WA



My Commission Expires: 5/20/03

APPENDIX F

MOTION FOR PROTECTIVE ORDER
(Attached)