



210 N. Park Ave.  
Winter Park, FL  
32789

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

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

April 24, 2003  
Via Overnight Delivery

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

RE: **Spectrotel, Inc.**  
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 Spectrotel, Inc., for Interexchange Authority. Also enclosed is a check in the amount of \$250.00 for the filing fee.

Attachment IV of this application contains the financial statements of Interactive Services, Inc., which are being filed, under separate cover, concurrently with this application.

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 [cneld@tminc.com](mailto:cneld@tminc.com). Thank you for your assistance.

Sincerely,

Craig Neeld  
Consultant to  
Spectrotel, Inc.

RECEIVED & FILED  
*Mon*  
FPSC-BUREAU OF RECORDS

cc: T. Whiteside - Spectrotel  
file: Spectrotel - FL IXC  
tms: FLi0300

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

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

ORIGINAL

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**FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF REGULATORY OVERSIGHT  
CERTIFICATION SECTION**

**APPLICATION FORM FOR AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
BETWEEN POINTS WITHIN THE STATE OF FLORIDA**

---

**Instructions**

- ◆ This form is used as an original application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

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

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

1. **This is an application for  $\checkmark$  (check one):**

**Original certificate** (new company)

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve a new controlling entity.

2. **Name of Company:**

Spectrotel, Inc.

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

Not applicable.

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

Spectrotel, Inc.  
655 Shrewsbury Ave, Suite 302  
Shrewsbury, NJ 07702

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

The Company does not have a physical location in the State of Florida.

6. **Select type of business your company will be conducting.  $\sqrt$  (check all that apply):**

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

7. **Structure of organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input 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               |   |

8. **If individual, provide:**

**Name:** Not applicable  
**Title:**  
**Address:**  
**City, ST, Zip:**  
**Telephone #:**  
**Fax #:**  
**Internet E-Mail Address:**  
**Internet Website Address:**

9. **If incorporated in Florida, provide proof of authority to operate in Florida:**  
**Florida Secretary of State Corporate Registration #:** Not applicable
10. **If foreign corporation, provide proof of authority to operate in Florida:**  
**Florida Secretary of State Corporate Registration #:** F02000004091
11. **If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09,FS) to operate in Florida:**  
**Florida Secretary of State fictitious name registration #:** Not applicable
12. **If a limited liability partnership, provide proof of registration to operate in Florida:**  
**Florida Secretary of State registration #:** Not applicable
13. **If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**  
**Name:**  
**Title:**  
**Address:**  
**City, ST, Zip:**  
**Telephone #:**  
**Fax #:**  
**Internet E-Mail Address:**  
**Internet Website Address:**
14. **If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169,FS), if applicable.**  
**Florida registration #:** Not applicable
15. Provide **F.E.I. Number** (if applicable): 22-3721842

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
 Yes       No

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

Name:

Title:

Address:

City, ST, Zip:

Telephone #:

Fax #:

Internet E-Mail Address:

Internet Website Address:

(c) How is this information provided?

Not applicable

17. Who will receive the bills for your service?

- |  |   |
|--|---|
| <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 type="checkbox"/> Hotels & motels   | <input type="checkbox"/> Hotel & motel guests             |
| <input type="checkbox"/> Universities  | <input type="checkbox"/> Universities dormitory residents |
| <input checked="" type="checkbox"/> Other: Anyone who uses the Company's service |   |

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

**(a) the application:**

**Name:** Craig Neeld  
**Title:** Consultant to Spectrotel, Inc.  
**Address:** P.O. Drawer 200  
**City, State, Zip:** Winter Park, FL 32790-0200  
**Telephone No.:** (407) 740-8575  
**Fax No.:** (407) 740-0613  
**Internet E-Mail Address:** cneeld@tminc.com  
**Internet Website Address:** www.tminc.com

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

**Name:** Mr. Mark Anthony.  
**Title:** VP of Operations  
**Address:** 655 Shrewsbury Ave., Ste 302  
**City, State, Zip:** Shrewsbury, NJ 07702  
**Telephone No.:** (732) 345-7807  
**Fax No.:** (732) 345-7893  
**Internet E-Mail Address:** mark.anthony@spectrotel.com  
**Internet Website Address:** www.spectrotel.com

**(c) Complaints/Inquiries from customers:**

**Name:** Ms. Vanessa Leon  
**Title:** Regulatory Manager  
**Address:** 655 Shrewsbury Ave., Ste 302  
**City, State, Zip:** Shrewsbury, NJ 07702  
**Telephone No.:** (732) 345-7847  
**Fax No.:** (732) 345-7893  
**Internet E-Mail Address:** vanessa.leon@spectrotel.com  
**Internet Website Address:** www.spectrotel.com

**19. List the states in which the applicant:**

- (a) has operated as an interexchange telecommunications company:**

New York, Massachusetts, Pennsylvania and New Jersey

- (b) has applications pending to be certificated as an interexchange telecommunications company:**

none

- (c) is certificated to operate as an interexchange telecommunications company:**

New York, Massachusetts, Pennsylvania, New Jersey, Virginia and Maryland

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

None

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

None

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

Filed a lawsuit against AT&T in 2000 for not paying Access Fees. AT&T and Spectrotel made a settlement out of court in 2001 and we now have an active contract with AT&T.



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

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

No 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 is involved in proceedings which may result in such action.

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

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

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

- A.  **MTS with distance sensitive per minute rates**
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
  
- B.  **MTS with route specific rates per minute**
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
  
- C.  **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
  
- D.  **MTS for pay telephone service providers.**
  
- E.  **Block of time calling plan (Reach Out Florida, Ring America, etc.)**
  
- F.  **800 Service (Toll free)**
  
- G.  **WATS type service (Bulk or volume discount)**
  - Method of access is via dedicated facilities
  - Method of access is via switched facilities
  
- H.  **Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
  
- I.  **Travel service**
  - Method of access is 950
  - Method of access is 800
  
- J.  **900 service**
  
- K.  **Operator Services**
  - Available to presubscribed customers
  - Available to non presubscribed customers (for example, 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

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

Please see Exhibit II.

23. **Submit the following:**

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

Please see Exhibit III.

- C. **Financial capability.**

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

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

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

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

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

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

Spectrotel does not have audited financial statements at this time. Please see Exhibit IV for the company's unaudited balance sheet, income statement and statement of retained earnings.

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:**

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

2. **GROSS RECEIPTS TAX:**

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

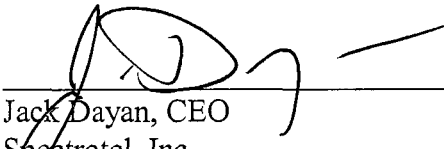
3. **SALES TAX:**

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

4. **APPLICATION FEE:**

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

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Jack Dayan, CEO  
Spectrotel, Inc.

655 Shrewsbury Ave. Suite 302  
Shrewsbury, NJ 07702  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893

APRIL 22, 2003  
Date


**THIS PAGE MUST BE COMPLETED AND SIGNED**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer=s deposits and advance payments may be provided in one of the following ways (applicant, please / check one):

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

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Jack Dayan, CEO  
Spectrotel, Inc.  
655 Shrewsbury Ave., Suite 302  
Shrewsbury, NJ 07702  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893

APRIL 22, 2003  
Date

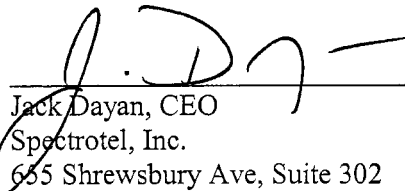
THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I the undersigned owner or 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 alternative local exchange company service in the state of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

UTILITY OFFICIAL:

  
\_\_\_\_\_  
Jack Dayan, CEO  
Spectrotel, Inc.  
655 Shrewsbury Ave, Suite 302  
Shrewsbury, NJ 07702  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7893

APRIL 22, 2003  
Date

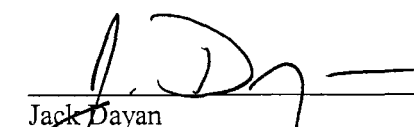
## CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is Has, fully describe the following:

- a) What services have been provided and when did these services begin?
  
  
  
  
  
  
  
  
  
  
- b) If the services are not currently offered, when were they discontinued?

### UTILITY OFFICIAL:

  
\_\_\_\_\_  
Jack Dayan  
Spectrotel, Inc.  
655 Shrewsbury Ave, Suite 302  
Shrewsbury, NJ 07702  
Telephone: (732) 345-7000  
Facsimile: (732) 345-7000

APRIL 22, 2003  
Date

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, \_\_\_\_\_ of \_\_\_\_\_, and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

- Transfer
- Assignment

of the above mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Name, Title  
Company  
Street  
City, State, Zip  
Phone:  
Fax:  
Toll Free:

\_\_\_\_\_  
Date

NOT APPLICABLE



**Spectrotel, Inc.**

Exhibit I

Florida Secretary of State Certificate



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

December 24, 2002

Corporate Access, Inc.  
236 East 6th Avenue  
Tallahassee, FL 32303

Re: Document Number F02000004091

The Amendment to the Application of a Foreign Corporation for PLAN B COMMUNICATIONS, INC. which changed its name to SPECTROTEL, INC., a Delaware corporation authorized to transact business in Florida, was filed on December 23, 2002.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Annette Ramsey  
Document Specialist  
Division of Corporation

Letter Number: 902A00067274





FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

December 24, 2002

PLAN B COMMUNICATIONS  
655 SHREWSBURY AVENUE  
SUITE 210  
SHREWSBURY, NJ 07702

Subject: **PLAN B COMMUNICATIONS**

REGISTRATION NUMBER: **G02357900058**

This will acknowledge the filing of the above fictitious name registration which was registered on December 23, 2002. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Reinstatement Section  
Division of Corporations

Letter No. 502A00067310

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

FILED

02 DEC 23 AM 11:50

TALLAHASSEE, FLORIDA

**Section 1**

1. Plan B Communications  
Fictitious Name to be Registered

---

2. 655 Shrewsbury Ave., Suite 210  
Mailing Address of Business  
Shrewsbury, NJ 07702  
City State Zip Code

3. Florida County of principal place of business: \_\_\_\_\_  
"multiple"

4. FEI Number: 22-3721842

This space for office use only

**Section 2**

**A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):**

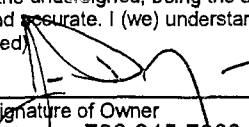
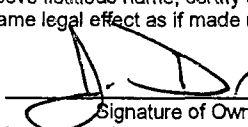
1. _____ Last First M.I. _____ Address _____ City State Zip Code SS# _____ - _____ - _____ (optional)	2. _____ Last First M.I. _____ Address _____ City State Zip Code SS# _____ - _____ - _____ (optional)
---	---

**B. Owner(s) of Fictitious Name if other than individuals(s): (Use attachment if necessary):**

1. <u>Spectrotel, Inc.</u> Entity Name <u>655 Shrewsbury Ave., Suite 210</u> Address <u>Shrewsbury, NJ 07702</u> City State Zip Code Florida Registration Number <u>F02000004091</u> FEI Number: <u>22-3721842</u> <input type="checkbox"/> Applied for <input type="checkbox"/> Not Applicable	2. _____ Entity Name _____ Address _____ City State Zip Code Florida Registration Number _____ FEI Number: _____ <input type="checkbox"/> Applied for <input type="checkbox"/> 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) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

 Signature of Owner Date <u>12/16/02</u> Phone Number: <u>723-345-7000</u>	 Signature of Owner Date _____ Phone Number: _____
--	---

**Section 4**

FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OR 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
----------------------------------	----------------------------------

Mark the applicable boxes  Certificate of Status - \$10  Certified Copy - \$30  
Filing Fee: \$50

**FLORIDA DEPARTMENT OF STATE**

Jim Smith  
Secretary of State

August 13, 2002

**SPECTROTEL**  
655 SHREWSBURY AVE SUITE 210  
SHREWSBURY, NJ 07702

**Subject: SPECTROTEL**

**REGISTRATION NUMBER: G02225900137**

This will acknowledge the filing of the above fictitious name registration which was registered on August 13, 2002. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

Public Assistance  
Division of Corporations

Letter No. 302A00047888



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

August 13, 2002

CORPORATE ACCESS, INC.

Qualification documents for PLAN B COMMUNICATIONS, INC. were filed on August 13, 2002 and assigned document number F0200004091. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Foreign Qualification/Tax Lien Section.

Joey Bryan  
Document Specialist  
Division of Corporations

Letter Number: 302A00047886

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Plan B Communications, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 22-3721842
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. February 29, 2000 5. perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

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

7. 655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702
(Principal office address)

655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702
(Current mailing address)

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

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

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee, Florida 32301
(City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

NRAI Services, Inc.

By: Sue Brodtmann
(Registered agent's signature)

Sue Brodtmann, Asst. Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

FILED STATE SECRETARY OF CORPORATIONS AUG 13 AM 9:31



12. Names and business addresses of officers and/or directors:

**A. DIRECTORS**

Chairman: Jack Dayan

Address: 655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702 Dancris Telecom, L.L.C. Rosa Johnson 480-874-2700

Vice Chairman: Paul Burgess

Address: 655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702 Dancris Telecom, L.L.C.

Director: \_\_\_\_\_

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

Director: \_\_\_\_\_

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

FILED  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
02 AUG 13 AM 9:31

**B. OFFICERS**

President/ CEO Jack Dayan

Address: 655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702 Dancris Telecom, L.L.C.

Vice President: CFO Paul Burgess

Address: 655 Shrewsbury Ave., Suite 210, Shrewsbury, NJ 07702 Dancris Telecom, L.L.C.

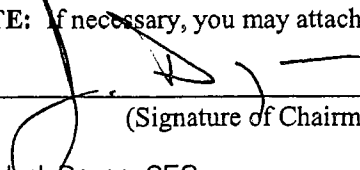
Secretary: \_\_\_\_\_

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

Treasurer: \_\_\_\_\_

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

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

13.  \_\_\_\_\_  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Jack Dayan, CEO  
(Typed or printed name and capacity of person signing application)

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "PLAN B COMMUNICATIONS, INC.", FILED A RESTATED CERTIFICATE, CHANGING ITS NAME TO "SPECTROTEL, INC.", THE ELEVENTH DAY OF OCTOBER, A.D. 2002, AT 11:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3185104 8320

020778639

AUTHENTICATION: 2154820

DATE: 12-18-02

**Spectrotel, Inc.**

Exhibit II

Proposed Long Distance Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Spectrotel, Inc. with its principal office located at 655 Shrewsbury Avenue, Suite 302, Shrewsbury, New Jersey 07702. 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.

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ISSUED: April 25, 2003

EFFECTIVE:

ISSUED BY: Jacob J. Dayan, CEO  
Spectrotel, Inc.  
655 Shrewsbury Avenue, Suite 302  
Shrewsbury, New Jersey 07702

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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.

<b>PAGE</b>	<b>REVISION LEVEL</b>
1	Original *
2	Original *
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
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31	Original *
32	Original *
33	Original *

\* included in this filing

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Shrewsbury, New Jersey 07702

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**SYMBOLS**

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- 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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**SYMBOLS**

**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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**SECTION 1 -TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**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.

**Commission** - Refers to the Florida Public Service Commission.

**Company** - Refers to Spectrotel, Inc., issuer of this tariff.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company 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.

**Dedicated Access** – Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is the responsibility of the Customer, and is generally billed by the access provider directly to the Customer.

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

**1.1 Definitions, (Cont'd.)**

**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.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**Spectrotel** - Used throughout this tariff to refer to Spectrotel, Inc., issuer of this tariff.

**Switched Access Origination/Termination** – Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier

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

**2.1 Abbreviations**

**LATA** - Local Access Transport Area

**LDA** - Local Distribution Area

**LEC** - Local Exchange Carrier

**MTS** - Message Toll Service

**NSF** - Non-Sufficient Funds

**OSP** - Operator Service Provider

**PBX** - Private Branch Exchange

**SAL** - Special Access Line

**V&H** - Vertical and Horizontal

**WATS** - Wide Area Telephone Service

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Spectrotel services. The Customer shall be responsible for all charges due for such service arrangement.

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

**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 for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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

**2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.3.3** The Company 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.

**2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** The liability of the Company 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer and or End Users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

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

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

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

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.2 Deposits**

The Company does not require Customer deposits.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service, (Cont'd.)****2.6.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit. The Company will not condition service upon payment in advance for any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments.

**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 \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Florida law and Florida Public Service Commission regulations.

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

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.6 Billing Dispute**

- A) Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B) Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C) Customers may contact the Company's business office at the following toll free number: 1-888-773-9722.
- D) If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

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

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

**2.7 Taxes and Fees**

- 2.7.1 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.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon 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, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the 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 the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

Customer shall be credited for an interruption of more than 24 hours as follows:

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

A = Outage time and hours

B = Each month is considered to have 720 hours

C = Total monthly charge for effected facilities

**2.8.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation or Termination of Service by Customer**

The Customer may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Refusal or Discontinuance by Company**

**2.10.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Refusal or Discontinuance by Company, (Cont'd.)**

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

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- E.** With five (5) working days notice for noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.

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

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

**2.10.2 (Cont'd.)**

- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Spectrotel 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.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.12 Interconnection**

Service furnished by the Company 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 the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.13 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.14 Applicable Law**

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

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Spectrotel, Inc.  
655 Shrewsbury Avenue, Suite 302  
Shrewsbury, New Jersey 07702

**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 General**

The Company offers direct dialed (1+) outbound service, inbound toll-free number service, and travel card services for intrastate communications between telephones in different local calling areas within the state of Florida in accordance with the terms of this tariff.

In addition, miscellaneous services such as Directory Assistance and Promotions may be made available to Customers of the Company.

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

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

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EFFECTIVE:

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.2 Timing of Calls**

Billing for calls placed using the Company's service is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** 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.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4** For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5** The Company will not bill for unanswered calls, except calls that are picked up by a voice mail service or call forwarded. When a Customer indicates that he/she was billed for an incomplete call, not picked up by a voice mail service or call forwarded, the Company will reasonably issue credit for the call.

**3.3 Minimum Call Completion Rate**

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the Customers accessing their system will be served during the busy hour.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Miscellaneous Rates and Charges****3.4.1 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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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Outbound Long Distance Service**

Outbound Long Distance Service is a "1+" direct dial service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

**3.6 Inbound Toll-Free Number Service**

Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

**3.7 Proprietary Calling Card Service**

Calling Card Service allows a Customer to complete Outbound Long Distance calls from any location within the State from which the caller can dial the appropriate access code(s) and may be placed to any location within the State.

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of sixty (60) seconds, and for each additional sixty (60) seconds thereafter.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.8 Directory Assistance**

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two 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.

**3.9 Operator Services**

The use of the Company's Operator Services allows the Customer to select from the special call handling or billing arrangements specified below. Call charges, and applicable service charges will be assessed to the call originator, the called party's telephone number or a third party's telephone number based upon the call type (i.e., operator dialed, collect, third party billed, or Customer dialed credit card billed, with or without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable. The following type of billing is available:

**3.9.1 Customer Dialed Calling/Credit Card**

This is a service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

**3.9.2 Operator Station**

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

**3.9.3 Person-to-Person**

This is a service whereby the person originating the call specifies to the Company's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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

- A. 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. 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 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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**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 properly certified handicapped Customers.

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**SECTION 4 - RATES, (CONT'D.)**

**4.2 Public Telephone Surcharge**

Rate per Call \$0.35

**4.3 Outbound Long Distance Service**

Usage rates are applied on a minute of use basis.

InterLATA Rate Per Minute: \$0.110  
IntraLATA Rate Per Minute: \$0.120

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**SECTION 4 - RATES, (CONT'D.)****4.4 Inbound Toll-Free Number Service**

Usage charges apply on a minute of use basis.

InterLATA Rate Per Minute:	\$0.110
IntraLATA Rate Per Minute:	\$0.120

In addition to these rates, and pursuant to 3.4.1 preceding, the Customer will be assessed a Public Pay Telephone Surcharge when Inbound Toll-Free Number Service is used from a public pay telephone.

**4.5 Proprietary Calling Card Service**

Each call completed, including those directed to a voice mail service or call forwarded, will be rated with a minimum average time requirement of thirty (30) seconds, and for each additional six (6) seconds thereafter.

Per Minute Charge	\$0.120
Per call charge	\$0.000

In addition to these rates, and pursuant to 3.4.1 preceding, the Customer will be assessed a Public Pay Telephone Surcharge when Calling Card Service is initiated from a public pay telephone.

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**SECTION 4 - RATES, (CONT'D.)****4.6 Directory Assistance**

Per call charge \$1.25

**4.7 Operator Services**

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis.

In addition to usage charges identified above, the following operator-assisted charges will apply:

Per-Call Charges

Customer Dialed Calling Card/Automated	\$1.00
Operator Dialed Calling Card	\$2.00
Operator Station to Station	
Collect	\$2.00
Third Party Billed	\$2.00
Person to Person	\$3.50
Operator Dialed Surcharge	\$1.25

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**SECTION 4 - RATES, (CONT'D.)**

**4.8 Promotions and Contracts**

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

**4.8.1 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 three (3) days. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

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**Spectrotel, Inc.**

Exhibit III

Management Profiles

## **Key Personnel**

Spectrotel's management team is experienced, with a successful track record of building and managing fast-growing communications companies. Jack Dayan founded Spectrotel Inc. (formerly Plan B Communications) in 1996 and continues to provide leadership to the company as the CEO. Mr. Dayan has grown the company and has successfully attracted a strong and experienced management team with expertise in communications and finance, as well as in building early-stage, fast-growing communications companies. Several of our senior executives previously worked together at *MetroNet*. Our CFO was previously responsible for the development of *MetroNet's* coast-to-coast intra-and inter-city network. Our VP of Sales & Marketing was the director of data planning and engineering at *MetroNet*, responsible for the deployment of the local and national data and Internet infrastructures. Our other senior executives have direct experience working in the *Verizon* territory, building and managing sales organizations, implementing MIS systems, recruiting personnel, and coordinating with local and long distance carriers.

## **Key Team Members**

Spectrotel has a seasoned management team with considerable Telco experience in operations, finance, IT, marketing and technology.

### **Jacob Dayan**

### **President & CEO**

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Jack Dayan, founded our company in December 1996 and served as our Chief Executive Officer from inception through March 2000. From September 1995 until founding our predecessor entity, Mr. Dayan served as an officer of a start-up telecommunications company, where he was responsible for technical, marketing and regulatory aspects of its business. From May 1992 until September 1995, *Royal Sound Company*, a family enterprise, employed him where he spent a large portion of his time traveling in Asia as Vice President of International Operations. Mr. Dayan graduated New York University in 1992 with a Bachelor of Science with a major in finance.

### **Paul Burgess**

### **CFO**

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Paul Burgess our CFO has worked at Plan B since January 2000. Mr. Burgess previously spent three years with *MetroNet*, where he had major responsibilities for the development of *MetroNet's* coast-to-coast intra and inter city networks. In addition, Mr. Burgess was influential in developing the operations of *MetroNet* during the early growth stage of the company. Prior to joining *MetroNet*, Mr. Burgess was with *ISM*, a company recently acquired by *IBM Global Services*, where he was responsible for developing and deploying the company's distributed computing strategy. In addition, Mr. Burgess successfully negotiated and secured \$130 million in new business for *ISM*.

### **Mark Anthony**

### **VP of Operations**

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Mark Anthony recently joined Spectrotel as Vice President of Operations. Mr. Anthony has an extensive background in customer care, billing, sales and operations, with over 20 years in the telecom industry and another four in e-commerce. While with AT&T, he managed a variety of departments including Customer Care, Billing and Collections, Finance, Sales and Project Management. Mr. Anthony was instrumental in creating the first AT&T Customer Service Center in New Jersey at divestiture in 1983 and the first multi-lingual customer service center in New York City in 1993. In sales, Mr. Anthony has managed Global Accounts for AT&T with two major win backs to his credit, resulting in a revenue increase of over \$16M annually. Mr. Anthony has also built customer service centers for several internet companies as well as developed and managed organizations over 500 strong.

## Key Personnel (Cont'd)

### Terry Whiteside

### VP Sales & Marketing

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Terry Whiteside VP of Sales and Marketing joined our management team in April 2000 after three years with *AT&T Canada*, formerly *MetroNet*, where he had direct accountability for the development of *MetroNet's* national and regional backbone infrastructures to support data and Internet services. As Director of Data Services, Mr. Whiteside led a team of engineers and specialists in planning, development, engineering and delivery of *MetroNet's* ATM, frame relay and IP infrastructures into the major markets in Canada. Prior to joining *MetroNet*, Mr. Whiteside was with *SaskTel*, where he played a key role in the rollout of one of North America's first commercial Internet services over ADSL. He was responsible for establishing the strategic direction for *SaskTel's* network with direct accountability for broadband/multimedia network evolution. Key accomplishments included the deployment of *SaskTel's* Special Services Digital Network, frame relay network, ATM network and Internet network.

### Mitch Wright

### V P Information Technology

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Mitch Wright, VP of Information Technology, has over 13 years of telecom and information technology experience. Previously he was the Director of Global Billing Services at Global Crossing, responsible for the development, deployment and operations of their Global Billing Platform across the European market. In previous management roles at AT&T and Qwest, he was responsible for the architecture, design, implementation and program management of the CABS (Carrier Access Billing Systems) applications. Mr. Wright has been the Billing Committee Co-Chair of the OBF, a national forum to address Access and Interconnection billing issues as well as Chair for Telcordia Technical Review Group, responsible for the development of CABS. Mr. Wright has extensive experience managing diverse teams positioned across the globe.

**Spectrotel, Inc.**

Exhibit IV

Financial Information

The attached Financial Statements will demonstrate that the applicant has:

1. Sufficient financial capability to provide the requested service within the State of Florida;
2. Sufficient financial capability to maintain the requested service;
3. Sufficient financial capability to meet its lease or ownership obligations.



**Spectrotel, Inc.**

Exhibit IV


Financial Statements

The confidential Financial Statements of the Applicant are being filed under separate cover.

These documents demonstrate Applicant's financial ability to provide the proposed services. Applicant is a privately-held corporation and as such its Financial Statements are not public information, but rather constitute confidential and proprietary information. These Financial Statements are therefore submitted under seal. Applicant respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for evaluation of applicant's fitness to provide service.

**AFFIDAVIT**

I, Jack Dayan, CEO of Spectrotel, Inc. certify that the attached audited financial statements of Spectrotel, Inc., are true and correct.

  
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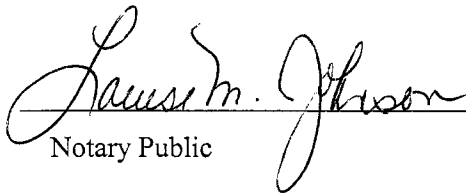
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Facsimile: (732) 345-7893

APRIL 22, 2003  
\_\_\_\_\_

Date

Subscribed and sworn to before me

this 22 day of April, 2003.

  
\_\_\_\_\_  
Notary Public

**LOUISE M. JOHNSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires July 10, 2005**