Message

Matilda Sa	anders
From:	Donna Messina [dmessina@broadandcassel.com]
Sent:	Tuesday, March 22, 2005 3:26 PM
To:	Filings@psc.state.fl.us
Cc:	vkaufman@moylelaw.com; Dovie Rockette-Gray; melsonr@psc.state.fl.us; CWang@SWIDLAW.com; ESQuill@SWIDLAW.com; Beth Keating; John Cooney
Subject:	Docket No. 050111-TP
Attachmen	ts: SCN_20050322150824_001.pdf

Pursuant to the Commission's procedures for e-filing, Phyllis Heiffer, provides the following information:

a. The attorney responsible for this filing is:

John Cooney, Esq. BROAD AND CASSEL Post Office Box 14010 Fort Lauderdale, FL 33302 Telephone: (954) 764-7060 Facsimile: (954) 713-8135 jcooney@broadandcassel.com

b. The documents are to be filed in Docket No. 050111-TP.

c. The documents are filed on behalf of Petitioner Phyllis Heiffer.

d. The filing consists of one pleading: Phyllis Heiffer's Response in Opposition to MCG Capital Corp., IDS Tecom Corp., and IDS Telcom LLC's Motion to Dismiss and Request for Expedited Processing (48 pages).

e. The document is a Written Response In Opposition to Motion to Dismiss.

CMP _ COM	Donna M. Messina, J.D. LITIGATION PARALEGAL P.O. BOX 14010 Fort LAUDERDALE, FL 33302	
CTR _	BROAD and CASSEL TELEPHONE: (954) 764-7060 FACSIMILE: (954) 761-8135 DIRECT LINE: (954) 761-8135 DIRECT LINE: (954) 745-5262 E-	
ECR	MAIL: dmessina@broadandcassel.com	
GCL	www.broadandcassel.com	
OPC		
MMS_		
RCA		
SCR	"MMS <broadandcassel.com>" made the following annotations on 03/22/05 15:28:34</broadandcassel.com>	
SEC _	1 THE INFORMATION CONTAINED IN THIS TRANSMI	SSION IS ATTORNEY PRIVILEGED AND
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THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY AND RETURN THE ORIGINAL MESSAGE TO THE SENDER. THANK YOU.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint Petition of MCG Capital Corporation, : IDS Telcom Corp., and IDS Telcom LLC for : Approval for Name Change and Transfer of CLEC : Certificate No. 5228 from IDS Telcom LLC to : IDS Telcom Corp.; for Waiver of Rule 25-4.118, : F.A.C., Local, Local Toll, or Toll Provider Selection in Connection with the Sale of Customer-Based and Other Assets from IDS Telcom LLC to : IDS Telcom Corp.; for Acknowledgement of : Registration of IDS Telcom Corp. as Intrastate : Interexchange Telecommunications Company : Effective February 8, 2005. Docket No.: 050111-TP Issued: March 4, 2005 File: March 22, 2005

PHYLLIS HEIFFER'S RESPONSE IN OPPOSITION TO MCG CAPITAL CORP., IDS TELCOM CORP., AND IDS TELCOM LLC'S MOTION TO DISMISS AND REQUEST FOR EXPEDITED PROCEEDING

Petitioner, PHYLLIS HEIFFER ("Heiffer"), by and through her undersigned counsel and pursuant to Rule 28-106.204(1), Florida Administrative Code, hereby files this response in opposition to MCG Capital Corporation ("MCG"), IDS Telcom Corp. ("New IDS"), and IDS Telcom LLC's ("Old IDS") Motion to Dismiss Petition for a Formal Hearing and Objection to Application and Request for Expedited Proceeding (hereinafter referred to as the "Motion to Dismiss"), and Petitioner Heiffer renews her request for a formal proceeding on the merits of her objection to application for the reasons stated both in her Petition for Formal Proceeding and set forth below.

Response

I. Petitioner Heiffer Has Standing Because The "Substantial Interests" Claimed In The Petition Are Within The "Zone of Interest" Gleaned From The Substantive Regulatory Scheme At Issue – Ch. 364, Fla. Stat.

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FPSC-COMMISSION CLERK

DOCUMENT NUMBER-CATE

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Heiffer is the petitioner seeking a formal proceeding and evidentiary hearing on proposed Agency Order No.: PSC-05-0251-PAA-TP on the Application by MCG, New IDS and Old IDS (collectively referred to as "the Applicants") for a transfer of, and name change on, the competitive local exchange telecommunications company (CLEC) Certificate No. 5228 of Old IDS to New IDS, and a waiver of Rule 25-4.118, Florida Administrative Code, due to the proposed transaction to transfer the assets and customers of Old IDS to New IDS. Despite the fact that the Agency's Order is, at this time, provisional only, and that the proposed Agency action is "preliminary in nature" and will not become final until the issuance of a Consummating Order, the Applicants continue to act as though their request for transfer and waiver has already been granted, and Old IDS has already notified its customers, via an inserted letter in their invoices sent out in early March, that effective March 31, 2005, New IDS will become their service provider. The Applicants obviously view the protest period with contempt and treat the protest process itself as nothing more than a mere inconvenience that is holding up the transfer and waiver application they see as already granted.

The Applicants claim, in their Motion to Dismiss, that Petitioner Heiffer has made no allegations whatsoever that involve the public interest. Heiffer's Petition, however, raises serious public interest concerns as to whether or not the application for transfer will hinder, not promote, competition, and whether it will harm, not enhance, a segment of the telecommunications workforce. The allegations set forth in the Petition reveal that the management of Old IDS has been permanently enjoined by a Florida court from continuing conduct designed at interfering with (not enhancing) competition in the telecommunications industry. The allegations also reveal that, rather than enhance the economic status of the telecommunications workforce, Old IDS is planning to avoid its financial obligations to former

and current employees of its own workforce by transferring away all of its assets to a new entity, New IDS, without making any provision to, or even acknowledging or disclosing to this Commission, these obligations.

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The Florida Public Service Commission (the "Commission") has exclusive jurisdiction in all matters set forth in Chapter 364, Florida Statutes. In Florida, a telecommunications company may not sell, assign or transfer its certificate without a determination by the Commission that it is in the public interest to do so. \S 364.345(2), Fla. Stat. As stated by the legislature and as set forth in Ch. 364, it is in the public interest that "competition in telecommunications services lead to a situation that enhances the high-technological skills and the economic status of the telecommunications workforce." § 364.01(3), Fla. Stat. Promoting competition, preventing anticompetitive behavior, and enhancing the economic status of the telecommunications workforce are the public interest concerns set forth in Ch. 364. These are the same public interest concerns that are raised by the allegations set forth in Heiffer's Petition. Rather than address these concerns, the Applicants instead seek to marginalize Heiffer as "a disgruntled exemployee" of Old IDS who is pursuing a "personal vendetta." [See, Motion to Dismiss, at p.2.]. The fact remains that Old IDS, not Heiffer, was permanently enjoined from engaging in anticompetitive behavior, and Old IDS, not Heiffer, is the one transferring its assets to a "New" IDS in avoidance of pending "claims," as that terms is defined in the Florida Uniform Fraudulent Transfer Act.

A petitioner whose "substantial interests" are found to be in the "zone of interest" gleaned from the substantive regulatory scheme, i.e., statutes external to Ch. 120, has standing to protest proposed agency action and may petition for an administrative hearing. *Agrico Chemical Company v. DER*, 406 So.2d 478 (Fla. 2d DCA 1981). The regulatory scheme at issue here is

Chapter 364, Fla. Stat. The "zone of interest" gleaned from Ch. 364, Fla. Stat., includes preventing anticompetitive behavior and enhancing the economic status of the workforce in the telecommunications industry. §364.01(3), Fla. Stat. The "substantial interests" identified by Petitioner Heiffer in her petition for formal proceeding fall within this "zone of interest": petitioner Heiffer discloses anticompetitive behavior by Old IDS and a malicious disregard for the economic status of telecommunications sales and marketing employees, including the Petitioner.

In their Motion to Dismiss, the Applicants challenge Heiffer's standing to protest their application by casting Heiffer's Petition as one which raises purely private interests. In their attempt to do so, the Applicants twist the underlying facts. For example, the Applicants state that Heiffer was "terminated for cause in 2001." Old IDS's termination notice dated January 2, 2002, tells another story, and states that "IDS understands you have resigned your employment on Friday, December 28, 2001." [See, Letter of Termination Notice from R. Hacker, CFO, to Phyllis Heiffer, dated January 2, 2002, attached hereto as Exhibit 1.]. Old IDS never could articulate the reason why its top selling agent, Phyllis Heiffer, would have been terminated "for cause" in late 2001, and Heiffer, too, was at a loss to explain the horrendous treatment she began to receive from Old IDS's management in 2001. However, Old IDS's Senior Vice President, Keith Kramer, provided the explanation in testimony during the litigation that ensued between Old IDS and Heiffer: the CEO of Old IDS, Joseph Millstone, was preparing in the summer of 2001 to sell Old IDS to a company called "Access One" owned by Ken Baritz. Joseph Millstone directed Keith Kramer to get rid of all of Old IDS's sales agents and other personnel who had a "back-end deal," otherwise referred to as a deferred compensation, that would have become payable upon the sale of Old IDS's assets to Access One. This was the reason for Heiffer's

sudden departure from Old IDS. [See, Deposition of Keith Kramer, at pages 21-24, attached as Exhibit 2.].

It is no coincidence that the CEO of New IDS in the proposed purchase of assets of Old IDS is, again, Ken Baritz. [*See*, New IDS Management Information, attached to Applicants' Joint Petition as Exhibit "C".] Mr. Baritz served as the Chairman and Chief Executive Officer of Access One back when Access One was contemplating a purchase of Old IDS – the same transaction that caused Joseph Millstone to terminate Old IDS's top sales and marketing personnel and others in management who had "deferred compensation" provisions in their employment agreements. New IDS, under the direction of Ken Baritz, will have access to the "managerial expertise" of Joseph Millstone, CEO of Old IDS. This was one of the reasons for Petitioner's statement that "[t]he managerial capacity and quality of New IDS is suspect due to the integration of the management team of Old IDS who have demonstrated a disregard of their financial and contractual obligations to former employees and creditors and whose past conduct has resulted in a permanent injunction against Old IDS." [*See*, Heiffer's Petition, at p.6.].

Old IDS's obligation to make good on the deferred compensation bonuses of its former and current employees is also binding upon the "successors and assigns" of Old IDS, as set forth in the employment agreements. Heiffer's employment agreement compels payment within fifteen (15) days of any transfer of control from Old IDS to a new entity. Petitioner's right to deferred compensation survives death, termination for cause, voluntary termination, and resignation. Due to the fact that the Applicants' request for transfer of control from Old IDS to New IDS triggers the liability of deferred compensation is binding on the successor entity, and given the past efforts of the CEO of Old IDS to avoid the obligation of paying deferred compensation by firing certain of its workforce in 2001, it is proper for this Commission to make

inquiry and ensure that the granting of the Application for Transfer will not enable Old IDS to divest itself of those assets that should be set aside to "enhance the economic status of the telecommunications workforce" of Old IDS.

II. Fraudulent Transfers Do Not Promote Public Interest.

Nowhere in their Motion to Dismiss do the Applicants state facts demonstrating that the granting of an application for transfer of assets, including certificates, from Old IDS to New IDS will not be in violation of Florida's Uniform Fraudulent Transfer Act, § 726.104, et. seq. The Applicants put forth such disingenuous arguments as: (1) Petitioner, Heiffer, does not yet have a judgment against Old IDS; and (2) "the Commission cannot award damages." [See, Motion to Dismiss, p.4.]. First, a "claim" under the Uniform Fraudulent Transfer Act may be maintained even though contingent and not yet reduced to judgment. Friedman v. Heart Institute of Port St. Lucie, Inc., 863 So.2d 189 (Fla. 2003). It is unnecessary for Heiffer to have a judgment in order to be a "creditor" under the Act. A "creditor" under the Act is any person who has a "claim," and a "claim" on which a creditor can proceed can be unliquidated, contingent, or unmatured. Second, even a cursory reading of Heiffer's Petition clearly shows she is not seeking money damages from the Commission. Petitioner Heiffer is protesting that there have been no provisions, or even an acknowledgement on the part of the Applicants, that the transfer of assets and customers from Old IDS to New IDS will not leave creditors, like Heiffer, left without sufficient funds to satisfy their claims. In their Motion to Dismiss, the Applicants state that "there are no other creditors involved" sufficient to cause a public interest concern in the transfer of assets. [See, Motion to Dismiss, p. 4, fn. 5.]. However, a quick review of the Florida Secured Transaction Registry reveals "other creditors" of Old IDS. [See, UCC Financing Statements, attached hereto as Exhibit 3.].

Heiffer's Petition is not the first to be filed before this Commission alleging that the principals of Old IDS were improperly diverting assets, resources and business opportunities away from Old IDS. A shareholder and former Senior Vice President of Old IDS, Keith Kramer, filed a protest in 2003 to the application by Home Town Telephone, LLC, for certification to provide CLEC service. [See In re: Application for Certificate to Provide Competitive Local Exchange Telecommunications Service By Home Town Telephone, LLC, Docket No. 030765, and Petition for Formal Proceeding/Objection to Application, filed October 3, 2003, therein.] In the Keith Kramer protest, it was alleged that the members/principals of Old IDS were also the managers and members/principals of Home Town Telephone, LLC, who were "seeking the certificate in order to become a competitor of IDS and to *improperly divert assets, resources and* business opportunities away from IDS into Home Town," in violation of IDS's Operating Agreement and Florida Statutes §608.4225(1)(a)(3), which prohibits the Managers [of Old IDS] "from competing with the limited liability company in the conduct of the limited liability company business before the dissolution of the limited liability company." [See, Petition for a Formal Proceeding and Objections to Application, attached hereto as Exhibit 4.] This Commission should be aware that Heiffer is not the first, or only, person to protest based on allegations of an improper transfer of assets away from Old IDS.

III. <u>The Applicants' Integration of Management Whose Past Conduct Was Designed To</u> <u>Choke Competition, Not Enhance It, And Which Resulted In A Permanent Injunction,</u> <u>Does Not Promote Public Interest.</u>

The Applicants, in their Motion to Dismiss, do not address, or cite to, the permanent injunction identified in Heiffer's Petition. Old IDS is permanently enjoined from disconnecting the local and long distance service of certain customers who elect to leave Old IDS, from changing the long distance carrier codes and freezing accounts of certain customers who elect to

leave Olds IDS, and from "otherwise interfering in any way with Phyllis Heiffer's business relationships, her ability to solicit any customers for telecommunications services, and her future employment opportunities." [*See*, Exhibit 2 of Heiffer's Petition, at par. 3.]. The permanent injunction affects certain of the customers who elect to leave Old IDS now, and into the future. There have been no assurances, or even an acknowledgement, that New IDS, or MCG, are aware of the injunction, will honor the injunction, or ignore the injunction. Petitioner is justified in demanding a formal hearing to present these issues of public importance more fully.

Conclusion

The "substantial interests" claimed by Heiffer in her Petition for a Formal Hearing are not merely private contractual concerns, but are public in nature and within the "zone of interest" of Chapter 364, Florida Statutes. The Applicants' request to transfer CLEC Certificate No. 5228 from Old IDS to New IDS should only be granted if it serves the public interest identified in Chapter 364. Promoting competition, preventing anticompetitive behavior, and enhancing the economic status of the telecommunications workforce are among the public interest concerns of Chapter 364. Where the applicant, Old IDS, has a demonstrated history of anticompetitive behavior warranting a permanent injunction, and a management team that would sooner fire its workforce than to pay them an earned compensation benefit promised to them should the company ever be sold, these public interest concerns are worthy of a formal hearing. Where the other applicant, New IDS, states an interest to draw upon the managerial expertise of these same principals whose past bad conduct has caused a permanent injunction, the Commission must proceed with a formal hearing. The Commission should deny the Applicants' Motion to Dismiss, and allow the formal proceeding to occur.

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Respectfully submitted,

BROAD AND CASSEL Counsel for Petitioner, Phyllis Heiffer Post Office Box 14010 Fort Lauderdale, FL 33302 Telephone: (954) 764-7060 Facsimile: (954) 713-8135 jcooney@broadandcassel.com

By: <u>/S/John Cooney</u> John Cooney, Esq. Florida Bar No.: 854451

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Response in

Opposition to Motion to Dismiss was served by electronic mail and U.S. Mail on this 22nd day

of March, 2005 to the following parties of record:

Beth Keating Dovie Rockette-Gray Florida Public Service Commission 2540 Shumark Oak Blvd Tallahassee, FL 32399

Vicki Gordon Kaufman Moyle Flanigan Katz Raymond & Sheehan, PA 11 North Gadsden Street Tallahassee, FL 32301

Catherine Wang Edward S. Quill, Jr. Swidler Berlin LLP 3000 K Street, Suite 300 Washington, DC 2007

> /S/ John Cooney John Cooney

Certified Mail. Return Receipt

January 2, 2002

Ms. Phyllis Heiffer 3301 NE 5th Avenue Apt. #1117 Miami, FL. 33137

Dear Ms. Heiffer.

Re: TERMINATION NOTICE

This is to provide you with Termination Notice pursuant to Section 6 of the Employment Agreement entered into by you and effective March 26, 1999.

IDS understands you to have resigned your employment on Friday, December 28, 2001. However, in the absence of notice from you of your resignation pursuant to Section 5 of the Employment Agreement, in an abundance of caution the Employer hereby provides you with Termination Notice, terminating your employment effective as of the date of this Termination Notice.

You are instructed to immediately return to the Employer any and all Employer property, including, but not limited to, records, files, books, current and potential customer and client lists, account information, financial materials, computer hardware and software, corporate credit cards, cellular telephones, and manufacturing and marketing materials.

Sincereh

Robert & Ancker Chief Financial Officer

Cc: Ms. Joan Canny, Esq.

1525 N.W.167th St. 2nd Roor, Miumi, Forida 33169 TeL(305) 913-4000 Fax(305) 913-4011 Toll Free 1-800-335-4437 www.idsekom.com

EXHIBIT "1"

			1
Å	1 2	IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA	
	3	CASE NO.: 02-00749 CACE-07	
	4	PHYLLIS HEIFFER,	
	5	Plaintiff,	
	J	vs. IDS LONG DISTANCE, INC., a Florida	
	6	corporation, IDS TELECOM, a Florida	
	7	General Partnership, IDS TELECOM LLC, a Florida limited liability	
	0	company, and JOHN DOE, individually,	
	8	Defendants. X	
	9	IDS LONG DISTANCE, INC., a Florida	
	10	corporation, IDS TELECOM LLC, a Florida limited liability	
	10	company,	
્યું	11	Plaintiffs,	
Sec. 1	12	VS. PHYLLIS HEIFFER, TELECOMSMART.COM.,	
	10	INC., a Florida corporation, and	
	13	THERESA GROSSO, an individual, Defendants.	
	14	X	
	15	1320 South Dixie Highway	
	16	Coral Gables, Florida	
		Wednesday, April 21, 2004	
	17	3:15 p.m 7:00 p.m.	()doo) viewoole
	18	TELEPHONE DEPOSITION OF KEITH KRAMER	No. TOT MALL
	19	Taken on behalf of Defendants,	Sec. 17 1940
	20	before Jerome E. Harris, Notary Public in and for	A Material Street
	21	the State of Florida at Large, and of Esquire	N.N.Y.VIII
	22	Deposition Services, Miami, 305 371-2713, job	10.1 10.
	23	number 628609, pursuant to Notice of Taking	161 1002
	24	Deposition filed in the above cause.	1 7 Aug - 01010
	25	EXHIBIT "2"	Sec. 1

Esquire Deposition Services - (305)371-2713

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1	anybody doing anything intentionally to cause
2	Phyllis Heiffer harm?
3	A. There was that possibility.
4	Q. When you say there was a possibility,
5	what do you mean?
6	A. Okay. In the summer of 2001, maybe in
7	maybe not 2001. Yeah, I think 2001. I want to
8	have to say maybe 2001 or 2000. I can't remember.
9	Could be 2000.
10	We had, or I had recruited a company
11	called Brown Brothers Harriman. Brown Brothers
12	Harriman was supposed to give us evaluation on a
13	book. This book was supposed to describe and tell
14	other prospective buyers and investors what was
15	the company's worth.
16	Sometime in that summer, Joe and I had
17	several meetings specifically about what the value
18	of the company was. We did have an offer, and we
19	did entertain an offer from a gentleman named Ken
20	Barretts. Ken Barretts at one time owned a
21	company called Access One. Ken Barretts made an
22	offer to IDS which was essentially less than what
23	we thought the company was worth, but we didn't
24	think there was going to be other offers out
25	there.

21

Joe had a major concern, because for a 1 2 long period of time, maybe six years, maybe a 3 little bit more, we had used the concept of 4 recruiting both outside independent contractors 5 and what we call very valuable employees. And we 6 recruited them by telling them we were -- our main 7 exit philosophy was to build the company, sell the 8 company, and then we get a slice of the pie. When 9 we realized the value of the company was not going 10 to be what we thought, Joe was extremely 11 concerned. His concern is, and it could still be, 12 that there is not enough of the pie left to give 13 to the people we made these promises to or 14 agreements to.

15 He directed me specifically that we 16 needed to terminate all employees with back-ends. 17 The top of the list was Phyllis, second to the top 18 of the list was Bill Goulis and then everyone 19 under that. The next one, the next group of 20 individuals that were at the top of the list were 21 the independent agents. The number one problem 22 agent that he wanted to have a renegotiated 23 agreement with was a company called Global 24 That was owned by Mark Solomon and Paul Systems. 25 Sillcotta. Then, he wanted to redo the back-end

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1	agreements for three other independent
2	contractors, Fern Miller, Alan Stalman, Michael
3	Gauncher. There may have been others, but that's
4	the best I can remember at this time.
5	(Phonetic.)
6	Q. Let's go back then. What was the time
7	frame that you were having these discussion with
8	Joe Millstone?
9	A. We were having these discussions right
10	after I believe Joe started negotiations with Ken
11	Barretts.
12	Q. Okay. I believe I need the time frame
13	for that?
14	A. Okay. That would be sometime in the
15	summer. Let's see. If I was terminated in 2001,
16	probably the summer of 2000.
17	MR. GOLD: I can't help you.
18	THE WITNESS: I know. You don't mind if
19	I look that way to think?
20	MR. GOLD: No, that's fine.
21	A. It was the summer prior to my
22	termination.
23	BY MR. FELDMAN:
24	Q. Okay. So I'm not sure if I'm clear.
25	We are talking about 2000 or 2001?
1	

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1	A. If I was terminated in 2001, it would
2	have been that summer.
3	Q. Okay. Why would you have been involved
4	in any discussion or decisions about termination
5	of employees?
6	A. I negotiated all these agreements.
7	Q. You negotiated all these agreements.
8	Let's talk about Phyllis Heiffer. You
9	negotiated her agreement?
10	A. Yes, I did.
11	Q. What were the terms of her agreement?
12	A. Okay. If I had the agreement here, I
13	would be able to help a lot better. I'm going
14	from memory.
15	What terms? Okay. I'll see.
16	We negotiated the term. I believe the
17	extent of the term was three years guaranteed
18	renewable. We were fixing her with a per annum
19	salary. I can't remember what that salary was.
20	We gave her a back-end deal. The back-end deal
21	was based on a monthly volume that she developed.
22	In the event the company sold, depending or not if
.23	she was retained by the company that bought IDS or
24	was terminated would determine when she would be
25	paid out, and over what period of time. This was

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UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY	FLORIDA SECURED TR FILL 2002 May 2 ****** 2002011	ED 1 AM 12:00	
A. NAME & PHONE OF CONTACT AT FILER (optional) Phone:(800) 331-3282 Fax: (818) 562-4141			
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)			
UCC Direct Services 510968 IMA			
P.O. Box 29071 5366170-40	1		
Glendale, CA 91209-9071			
File with: Florida			
DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (CE IS FOR FILING OFFICE USE OF	
13. ORGANIZATION'S NAME IDS TELCOM LLC			
IN THE INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
C. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
525 NW 167TH STREET STE 200	MIAMI	FL 33169	
d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR Limited Liability Corporation	11. JURISDICTION OF ORGANIZATION	19. ORGANIZATIONAL ID #, if	any X NONE
ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not abbreviate or	combine names	
28. ORGANIZATION'S NAME			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
, MAILING ADDRESS	СПУ	STATE POSTAL CODE	COUNTRY
ADDI INFORE 2. TYPE OF ORGANIZATION	21, JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if a	307
ORGANIZATION DEBTOR			
SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGN(3a, ORGANIZATION'S NAME	DR S/P) - insert only one secured party name	e (3a or 3b)	
Marlin Leasing Corp.			
36. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Mailing address 24 Gaither Drive Suite 170	Mount Laurel	STATE POSTAL CODE NJ 08054	COUNTRY
This FINANCING STATEMENT covers the following collateral: SAVIN SLP45 SLAVE PRINTER. SERIAL #1890800043 1 SAVIN ibstitutions, accessions, add-ons, and all proceeds and accounts an equipment lease between the Deblor (as lessee) and the Sec give notice of Secured Party's ownership interest in the collateral an a true lease.	of the Debtor arising out of or related to ured Party (as lessor). The lease is a "b	the foregoing. This financi ue lease", and this financia	ing statement relates ng statement is filed
Documentary stamp tax paid X bax not applicable LTERNATIVE DESIGNATION (# applicable) LESSEFLESSOR CONSIGN The FinanCing STATEMENT is to be fued (for record) (or recorded) in the REAL		ELLER/BUYER AG. LIEN	NON-UCC FILING
		all Debiors	Deblor 1 Deblor 2
DPTIONAL FILER REFERENCE DATA			

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EXHIBIT "3"

		STATEMEN	IT.	FLORIDA SECURED	LED				
FC	LLOW INSTRUCTIO	ONS (front and	back) CAREFULLY		07 AM 1				
A	NAME & PHONE OF CON Phone: (800) 331-3		uonal] x: (818) 662-4 14 1	***** 20020	13366.	32 *****			
в.	SEND ACKNOWLEDGEM	ENTTO: (Name and	d Address)						
	UCC Direct S	Services	93673 CIT.GI						
	P.O. Box 290)71	3344724-41-1						
i.	Giendale, CA	91209-9071	File with: Florida			a			
			File with. Florida						
1 1	TERTOR'S EXACT FU	LIEGAL NAME	used only one debtor name (1a	THE ABOVE SPA a or 1b) - do not abbreviate or combine nar		NG OFFICE USE ONLY			
	18. ORGANIZATION'S N	AME	- insert only <u>one</u> debits have (re						
DR	16. INDIVIDUAL'S LAST			FIRST NAME		AME	SUFFIX		
1c.	MAILING ADDRESS			СПҮ	STATE	POSTAL CODE	COUNTRY		
	25 NORTHWEST	ADO'L INFO RE	16. TYPE OF ORGANIZATION	MIAMI 11. JURISDICTION OF ORGANIZATION		33169 NIZATIONAL ID #. if my			
ia.	TAX ID #, SSIV OR EIN	ORGANIZATION DEBTOR	Limited Liability Corporation			0008398			
2. 4	ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names								
R									
	26. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX		
2c. I	MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY		
201. 1	TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	26. TYPE OF ORGANIZATION	21. JURISDICTION OF ORGANIZATION	2g. ORGAN	NIZATIONAL ID #, if any			
5. S	38. ORGANIZATION'S NA	ME	2 2	R S/P) - insert only one secured party nam	e (3a or 3b)				
R	The CIT Group/E		ancing, Inc.						
	35. INDIVIDUAL'S LAST N			FIRST NAME	MIDDLE NA	- 197	SUFFIX		
	AAILING ADORESS			crry Livingston		POSTAL CODE	COUNTRY		
et Det	joment and products tor/Lessee by Secur all now existing and ducts thereof."	, computers, se ed Party/Lesspi future attachme Documentary sta tax not applicabl	cunity systems and other com r, and including all reptaceme ents, parts, accessories and a amp e	for information purposes only "1-SAVI mmercial items of equipment now and its, upprades and substitutions here: add-ons for all of the foregoing items add-ons for all of the foregoing items EECONSIGNOR BAILEE/BAILOR	hereafter le after occurri	ased to and/or fin ng to all of the fore equipment, and a	anced for agoing equipment		

, F	UCC FINANCING STATEMENT OLLOW INSTRUCTIONS (front and back) CAREFULLY	<u> </u>		FIL 2004 Jun 11	
	Phone:(800) 331-3282 Fax: (818) 662-4141 B. SEND ACKNOWLEDGEMENT TO: (Name and Address) UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 FLFL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name	20	SPACE IS FOR F	FILING OFFICE USE ONL	
-	1a. ORGANIZATION'S NAME IDS TELCOM LLC	(
OF	15. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
	MAILING ADDRESS 525 N.W. 167TH STREET, STE. 200	crry MIAMI	STATE FL	POSTAL CODE 33169	COUNTRY
10	SEE INSTRUCTIONS ADDL INFO RE OF ORGANIZATION ORGANIZATION Limited Liability Corpo	11. JURISDICTION OF ORGANIZATION ration FL		SANIZATIONAL ID #, If an 023839	
OR	ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one 28. ORGANIZATION'S NAME 20. INDIVIDUAL'S LAST NAME MAILING ADDRESS	FIRST NAME	MIDDLE		SUFFIX
2d.	SEE INSTRUCTIONS ADD'L INFO RE 2=. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	21. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, If any	
3.	ECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGN 38. ORGANIZATION'S NAME FPC Funding II LLC	OR S/P) - insert only one secured party r	name (3a or 3b	>	
OR	30, INOMIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
	MAILING ADDRESS 45 SW Varns Street, Suite D	city Portland	STATE OR	POSTAL CODE 97223	COUNTRY
Eal refe is the how that to t W/S	his FINANCING STATEMENT covers the following collateral: uipment Lease Agreement Number 22138701 (the 'Lease'). All p prence Lease (as More specifically described below) including all soor') and the Debtor named above (the 'Lessee') intend and agr ne subject of the Lease. The execution and filing of this financing vever, the transaction under the Lease is deemed to constitute a this financing statement has been filed to perfect any security in the Lessor under the Lease. 1 CTN40S E550 CPM DIGITAL CO SADDLE 550/650/810 1021 CL210148 1 BTC00R DSSC CONTI T6T STAND TALL E16/25 1 BTC002 PRINTER KIT 160/200/250 (C01 PLATEN COVER	II alterations, improvements and add ree that the transaction under the lei g statement shall not be construed t i financing or any other transaction r nterest granted by the Lessee under PIER 1 BTNB01 RAIL FOR FINISH ROLLER 550/650/810 1 BTN004 25	litions. The S ase constitute o contradict s not constitutin r the Lease to ER 550/650/8 0 ESTUDIO I	ecured party named es a 'true lease' of th such intention and a og a 'true lease', it sh o secure all of the Le 110 1 BTNS01 FINIS DIGITAL TOSH E25	I above (the ne property which greement. If. hall be deemed essee's obligations SHER 100 SHEET 50 CTK321879 1

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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3262 .

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UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM UCC-1 (REV. 1993) The reading balances is under the an individual The stream balance that is individual The stream balance that is under the an individual The stream balance that is under the individual The stream balance that is under the an individual The stream balance that is under the an individual The stream balance that the individual the		STATE OF FLORIDA	(STATE OF	FLORIDA)
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EXHIBIT A TO FORM UCC-1

The creditor (Lessor) and the debtor (Lessee) agree that the property described in Exhibit A to this Financing Statement is owned absolutely by the Lessor, and that the transaction with respect to which this Financing Statement is filed is a true lease transaction. The creation and filing (or recording) of this Financing Statement are not intended to convert the transaction between the Lessor and the Lessee into a transaction intended for security, but instead are intended to give notice to all interested parties of the Lessor's absolute ownership of the property, and to perfect a security interest in the property in case a court of proper jurisdiction should determine that the transaction between the Lessor and the Lessee is not a true lease (transaction). This security interest shall extend to any proceeds from the property as well as any chattel paper related to the property.

EQUIPMENT

The items of personal property to be leased pursuant to this Lease Agreement, dated as of October 20, 1998, between TELECOMMUNICATIONS FINANCE GROUP, as Lessor, and IDS LONG DISTANCE, INC., as Lessee, are described below and in the attached equipment list(s):

Quantity

1 LOT

Equipment EWSD SWITCHING SYSTEM INCLUDING ELEASE 16 SOFTWARE; 3 WEEKS ON-SITE FTER CUT SUPPORT

Plus Peripheral Equipment

The above described equipment to be installed at: NEXEXPORT NO. 163RD DR. MIAMI, FL 33169



Sep-24-98 09:31A SEP 23 98 (WED) 17:50 GLASS&GILLI

.

Ta: IDS

TEL: 4079536807 P. 003

SIEMENS

EWSD

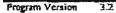
Quote Specification Parameters Date: 9/22/96 Jeanetta Pruss Quote Number: 982209

1525 NW 167th St. Suite 200 Miami, FL 33169

Project: EWSD Site Name: Miami, FI,Enter New Description Requested Delivery Date: 1/5/98

The configuration parameters below support the pricing provided on the associated contract offer.

Item	Description		Customer Requirements
1	Analog		1
2	ISDN - BRI		0
3	BLC Systems	/	20 60
4	TR-303 T-1 Links		۵
5	Standard T-) (D\$1)		10 40
6	Long Distance Tranks (D51)		280-360
7	ISDN - PRE links		
2	TR-300 Lines		0
9	Power for EWSD		Xa NO
10	Spare Package for EWSD		Yas
11	ROTL		Yes
12	MUSP		Na
13	[PH		No
14	Additional OMT		Na
15	Additional Printer		No
16	Bisynch Lank Cumarather (BLC)		No
17	Vuice Mail System (Including Wake Up Services)		No
18	Alarm Sending		Yes
19	Y-splicing		No
20	Partino-cut support (Weeks)		٥
Z1	AMA Verification (Hours)		٥
2?	Pentrum CO-ROM Reader		0
23	IOC Toll Free Expansion using AIN 0.1		No
Z4	Multiple Presubscription		Na
25	Cuil Writing Deluce		No
26	ISDN PRI Calling Name defivery and Hesel/Motel		No
27	Voice Assisted Draling		No
28	Local Number Portability		Yes
29	Long Distance Features and Services		Yes
30	AIN 0.2 Functionalities		No
31	AIN Intelligent Peripheral Interface		No
32	Nutional ISDN BILL 1.2.3 over GR-303	,	No
33	Year 2000 Renducess		Yes
34	Reference 15 Fast Track Femiliare Package		No
35	Wireless Service Provider to Connecting LEC #F		Na
Je 🍈	Supp't Same NXX in Mukiple Numbering Mart Aros		No
37	Remote Intelligent Peripheral Intertace Functions		Na



Database Version 3.1

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	CC FINANCING	The second se		FULLY		FL	ORIDA SEC	URED TRANSAC	
	NAME & PHONE OF CO Phone:(800) 331 SEND ACKNOWLEDGE	-3282 Fa	ex: (818) 662-414	510540 ISANTA		**	20	FILED ⁰³ Jun 02 AM 12	
	UCC Direct P.O. Box 29	Services		581403 FLFL				0030410760	
. D			- insert only or	ne debtor name (1a	or 1b) - do not	abbreviate or combine		LING OFFICE DE ONE	
	1a. ORGANIZATION'S								
1	16. INDIVIDUAL'S LAST				FIRST NAME		MIDDLE	NAME	SUFFIX
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	FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM (CC1) (REV. 07/29/98)		repared by UCC Direct Services, iendale, CA 91209-9071 Tel (B	
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	B. OPTIONAL FILER REFERENCE DATA				
	6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT	(S) on Debtor(s) (optional)	All Debtors Debtor 1	Debior 2
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	OF				FIRSTNAME		MIDDLE	NAME	SUFFIX
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	_		DEBTOR	CORP	FL		1	00008398	NONE
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	I	eference Lease	(see Exh	d/or equipment, inc ibit "A" attached h s and additions.					above
	ag tì	gree that the	transactio	above (the 'Lessor' on under the lease . The execution and	constitutes a	'true lease'	of th	e property whi	ch is

5. ALTERNATIVE DESIGNATION (11 applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL 7. Check to REQUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtons	Debtor 1 Debtor 2
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FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

LexisNexis Document Solutions 801 Adlai Stevenson Drive Springfield, IL 62703-4261

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	ame and address of a RECORD OWNER Debtor does not have a record interest):	t of above-described real	estate				
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				Debtor is a Trust or Trustee actin	•		Decedents Estate
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EXHIBIT "A"

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Loase Agreement No. 300981-000 dated April 9, 2003 (the "Lease") between IFC Credit Corporation ("Lessor") and IDS Teleom LLC ("Lessoe")

Equipment Location : 1080 NW 163rd Drive North Minmi, Florida 33169

OTY	MAKE	MODEL NO.	SERIAL NUMBER	EQUIPMENT DESCRIPTION
18				Vinn T1 Integrator/Hardware
15				Alcatel 1630 SX Port Curd/Hurdware

Supplier: PICS Telecom Corporation 1920 Lycll Ave. Rochestor, Now York 14606

Equipment Location : 1525 NW 167th Street Sulte 200 Minmi, Fiorida 33169

OIX	MAKE	MODEL NO.	SERIAL NUMBER	EQUIPMENT DESCRIPTION
Z				Compag Prollant DL380 G3 Xcon - 2.4GHZ 512MB 5
6				18 2GB Pluggable wide SCSI U3 HD 10K RPM UNI
Suppl	cr:	Programmers's Paradiso, Inc.	1157 Shrowsbury Ave. Shr	ewsbury, New Jersey 07702
<u>оту</u> І	MAKE	<u>MODEL NO.</u> 1100	SERIAL NUMBER	EQUIPMENT DRSCRIPTION Snap Server Quillitum
Suppli	er:	Total Training Network, Inc.	7831 E. Bush Lake Road P.	D. Box 1521 Minneapolis, Minnesota 55439

LESSOR:	IFC Credit Corporation	LESSEE: IDS Telenm LLC	
Authorized Signa		Authonized Signature Alland Mostrach	
Name	Thie <u>`</u>	Name_Michael Noshay Title_Manager	
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9. NAME OF FIRST DEBTOR (1a or 1b) (92. ORGANIZATION'S NAME	ON RELATED FINANCING	STATEMENT	- -		
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96. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME. SUFFIX			
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11b. INDIVIDUAL'S LAST NAME		FIRST NAME	[MIDDLE NAME	SUFFIX
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12. ADDITIONAL SECURED PARTYS	S OF ASSIGNOR SH	P's NAME - insert only one name	(12a or 12b)		
OR 126, INDIVIDUAL'S LAST NAME		FIRST NAME		IDOLE NAME	SUFFIX
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collateral or is filed as a fixture filing.					
14. Description of real estate:					
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5. Name and address of a RECORD OWNER of abs	nve-described real estate		•		
(If Debtor does not have a record interest):					
		17. Check <u>only</u> if applicable and Debtor is a Trust or Tru	check <u>only</u> one box. stee acting with respect to	oropeny held in frust	or Decedent's Estate
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		Debtor is a TRANSMITTING Filed in connection with a M	UTILITY		

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-	OLLOW INSTRUCTIONS (front and back) CAREFULLY		,				s 15
A	A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 552-4141						
в	B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 513036	IOFC		FLORIDA	SECUE	RED TRANSACTIC	ON REGISTRY
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	525 NW 167th Street Suite 200		Miami		FL	33169	
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STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Diligenz, Inc. 1-800-858-5294 B. SEND ACKNOWLEDGEMENT TO: Name 4936056 Address Diligenz, Inc. 6500 Harbour Heights Pkwy Address Suite 400 Mukilteo, WA 98275 City/State/Zip FLORIDA SECURED TRANSACTION REGISTRY

FILED 2003 Aug 08 AM 12:00

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

IDS TELCOM, LLC	NAME	BERT ONET OF	E DEBIOR	(NAME []	a OR 1b) - Do Not	Abbreviate or	Combine Na		
15. INDIVIDUAL'S LA	16. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME			SUFFIX
	Ic. MAILING ADDRESS 1525 NW 167TH STREET 2ND FLOOR			CITY MIAMI			POST 3316	AL CODE	COUNTRY USA
ld. TAX ID#	Id. TAX ID# REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR Ie. TYPE OF LLC			ORGANIZATION J.f. JURISDICTION FL			N OF ORGANIZATION Ig. ORGA L000000		
	OR'S EXACT FULL LEG	AL NAME - INS	ERTONLY	ONE DEE	STOR NAME (2= O	R 2b) - Do No	t Abbreviate	or Combine 1	Names
2a. ORGANIZATION'S	NAME								
25. INDIVIDUAL'S LAS	TNAME		FIRST NAME			MIDDLE NAME			SUFFIX
2c. MAILING ADDRESS	3		СПҮ			STATE	TATE POSTAL CODE		COUNTRY
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF	ORGANIZA	TION	2f. JURISDICTION	I OF ORGAN	IZATION	2g. ORGAN	IZATIONAL ID#
3a. ORGANIZATION'S Butter Capital Corporation	nc	AL ASSIGNEE of			SERT ONLY ONE S			E (3a OR 3b)	SUFFIX
35. INDIVIDUAL'S LAS	3b. INDIVIDUAL'S LAST NAME			FIRST NAME			MIDDLE NAME		
3c. MAILING ADDRESS 10944 Beaver Dam Rd,			CITY Cockeysville		STATE MD	POST/ 21030	AL CODE	COUNTRY USA	
eLink 208/8 port FXS, eLi memory Card, Memory Ca	ATEMENT covers the folio nk 216 W 16 Port FXS, eLin ard, T Network module, Cis	nk224,T-berd 22 co 2600 Router	T1 Interfac	e Card			00 Series n	outer card, R	ack mount.
5. ALTERNATE DESIGN	ALTERNATE DESIGNATION (if applicable)				NEE/CONSIGNOR				
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STANDARD FORM - FORM UCC-1 (REV.12/2001)

Filing Office Copy

Approved by the Secretary of State, State of Florida

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				N					
FINANCING STAT	TEMENT - FOLLOW INSTR	UCTIONS CA	REFULLY	-		ED			
This Financing Statement is	presented for filing pursuant to the L h certain exceptions, for 5 years from d	Iniform Comme	rcial Code	, FEB	12,20	01 08:0	0 AM		
	TACT AT FILER (optional) 860-399-5531	B. FILING OF	FICE ACCT. # (optional)			RY OF S SEE, FLO	and the second second		
C. RETURN COPY TO: (Nar	me and Mailing Address)			200	1000	33000	MD		
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The second se	If applicable): X LESSOR/LESSEE	ONSIGNORICON							
1a. ENTITY'S NAME	DEC ELGAL NAME - Insentany one	debior name (
IDS LONG DI	STANCE								
OR 15. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	-	SUFFIX	
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1c. MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL		
1525 NW 167 ST	OPTIONAL 14. TYPE OF ENTIT	~ <u> </u>	MIAMI 11, ENTITY'S STATE	·	FL IN FAITU	Y'S ORGANIZ	33169		<u></u>
10. 3.3. 01 100 10. #	ADD'NL INFO RE		OR COUNTRY OF		19, 2411 	1 S ONGAINZ			NONE
2. ADDITIONAL DEBTOR	S EXACT FULL LEGAL NAME - in	sert only one c	blor name (2a or 2b)						
2a. ENTITY'S NAME									
OR 25. INDIVIDUAL'S LAST			FIRST NAME		MIDDLE			SUFFIX	
28. INDIVIDUAL'S LAST			PIRSI NAME		MUULES			SUFFIX	
2c, MAILING ADDRESS	· · · · · · · · · · · · · · · · · · ·				STATE	COUNTRY	POSTAL C	ODE	
				0					
2d. S.S. OR TAX I.D. #	OPTIONAL 28. TYPE OF ENTIT	r	21. ENTITY'S STATE OR COUNTRY OF		2g. ENTIT	S ORGANIZA	TIONAL LD.	#, if any	
	ADD'NL INFO RE		ORGANIZATION						IONE
	ORIGINAL S/P or ITS TOTAL ASSI	GNEE) EXACT	FULL LEGAL NAME - inser	t only one secure	l party na	me (3a or 3b)		
32 ENTITY'S NAME									
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36. INDIVIDUAL'S LAST N	IAME		FIRST NAME		MIDULEN	AME		SUPPIX	
3c, MAILING ADDRESS			CITY		STATE	COUNTRY	POSTAL C	ODE	<u> </u>
27 WATERVIEW DE	RIVE		SHELTON		CT	2	06484		
4. This FINANCING STATEMEN	T covers the following types or items of p	roperty:							
All equipment o	of whatever nature	manufact	tured, sold or	distribut	ed by	Pitney	Bowe	s Credi	t.
	Marketing System In								
	se dated 11/20/00				y and	arr bi	ocees	'	
additions there	eto and replacement	s there	JL. LUC 815254	0-004					÷.,

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5. CHECK This FINANCING STATEMENT is signed by the Secured Party instaction when it was brought into this state, or when the Debtor to perfect a security Interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]					
[if applicable] debtor's location was char 6. REQUIRED SIGNATURE(S)	ged to this state, or (b) in accoroance with only statuting prove	8. This FINANCING STATEMENT is to be filed ((or recorded) in the REAL ESTATE RECORD	for record)		
IDS LONG DISTANCE		Attach Addendum	[if applicable]		
antonia Pete	ison atty in fact	9. Check to REQUEST SEARCH CERTIFICATE(S) [ADDITIONAL FEE] (optional) All Debtors Debtor 1	Debtor 2		
	$- \sigma v$	Created from: UCC Kwik Doc Inc., P.O. Box 3205, Palm Be	each, FL 33480		

(1) FILING OFFICER COPY - NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM UCC-1 (REV. 1993) This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1a. Date of Birth or FEI# Debtor (Last Name First if an Individual) NO 1b. Mailing Address 1c. City, State # Ø RE ð lion Additional Deblor or Trade Name (Last Name First If an Individual) 5 2a. Date of Birth or FEI# 2b. Mailing Address 2c. City, State 2d. Zip Code 3. Secured Party (Last Name First if an Individual) NOW 100 3a. Mailing Address City, State 3c. Zip Code 10 5 Assignee of Secured Party (Last Name Birst if an Individual) 4. 4a. Mailing Address 4b. City, State Ac. Zip Code This Financing Statement covers the following types or items or property [Include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)]. pel schedule 200000223060 -3 D Products of collateral are also covered. Proceeds of collateral are also covered. Debtor is transmitting utility. 6. Check only if Applicable: Check appropriate box: All documentary stamp taxes oue and payabe (One box must be marked) 7. D All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: 8. 9. Number of additional sheets presented: \ D already subject to a security interest in another jurisdiction when it was brought into this This Space for Use of Filling Officer state or debtor's location changed to this state. D which is proceeds of the original collateral described above in which a security interest was perfected. Ο as to which the filing has lapsed. Date filed and previous UCC-1 file number acquired after a change of name, identity, or corporate structure of the debtor. 10. Signature(s) of Debtor(s) ATION FORZ 11. Signature(s) of Secured Party or if Assigned, by Assignee(s 12. Return Copy to: Crown Baak hes Name Address Deenfi Address City, State, Zip # 41224 Approved by Secretary of State, State of Fiorida

STANDARD FORM - FORM UCC-1 FILING OFFICER COPY

	CROWN BANK LEASING	LEASE ORIGINAL				
	A Division of Crown Bank, F.S.B.	This space for Lessor's use only				
Lossee	612 S. Military Trail • Deerfield Beach, Florida 33442 • (954) 698-0600					
IDS Long Di	stance, Inc. Name TigerDirec					
Address Miami, Fl.	67 St. Ste 200 7795 W. Fl					
Deliver To (if other than Lessee's address						
QUANTITY	DESCRIPTION: Model No., Catalog No. or oth	ner identification				
	SEE SCHEDULE A ATTACHED HERETO AND MAD	DE A PART OF:				
and Conditions. Lessor does not v	esentatives are not the agents of Lessor, Neither Supplier nor its representatives warrant merchantability of fitness for any particular use of equipment and ants will be due despite dissatisfaction with equipment for any reason.	s can waive, vary or alter any of the Terms disclaims any other warranty, express,				
	E OF PAYMENTS	E SIGNING OF LEASE				
Boning Onio	8. 1. 20 110 CHECKONE \$208/.44	W 4/6/00				
NUMBER OF MONTHS 24 MON	10 TOTOL FIR	RST & LAST _ MONTH'S RENT				
	TERMS AND CONDITIONS	CURITY DEPOSIT				
(hereinafter, with all replacement parts conditions set forth above and below "Commencement Date") that any item Lessee, and continuing thereafter uni- payment of rent shall be payable on the in amounts stated above, or on any sc made to the Lessor at its address or at and other identification data of the Equ reason the lease term does not comm- and will be returned to Lessee without 2. PURCHASE AND ACCEPTANCE delivery to Lessee at Lessee's expens Supplier to fill the order for the Equipm WARRANTIES OF ANY KIND OF IN/ SUITABILITY OF SUCH EQUIPMENT ITS QUALITY, AND AS BETWEENLE'S LOSS, DAMAGE OR EXPENSE OF A OR MAINTENANCE THEREOF OR TI OR FAILURE TO PROVIDE ANY THE DAMAGE OR CONSEQUENTIAL DAM OR ANY OTHER MAITER BY THE SL AFFECT ANY OF LESSEE'S OBLIGAT DAMAGE OR INJURY TO PERSONS 3. STATUTORY FINANCE LEASE: Le Article 2A of the Uniform Commercial Of Lessor has not selected, manufactured, equipment from the supplier chosen by 4. LESSOR TERMINATION BEFORE	hereby leases to Lessee and Lessee hereby rents from Lesser the equipment desc s, repairs, additions and accessories incorporated therein and/or alixed thereto, ref and continued on the reverse side hereol; for the term indicated above, or on ar of Equipment is delivered by the supplier thereol; (each supplier hereinafter referred t bit the obligations of Lessee under the Lease have been fully performed. Unless of a commencement Date, and subsequent monitrily payments shall be payable on the hedule, until the total rent and all other obligations of Lessee to Lessor shall have be such other place as Lessor may designate in writing. Lessee hereby authorizes Les upment, when determined by Lessor, and dates or other omitted factual matters. An ence. Any security depositishall be held by Lessor to secure the Lesser's faitfull per interest at the satisfactory expiration of the Lease. Lesser agrees to pay a documenta : NO WARRANTIES BY LESSOR: Lessee requests Lessor to purchase the Equ- e, which shall be deemed complete upon the Commencement Date. Lessor shall nent LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE AN ATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MA TITRE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, ANY TO ANY MA TITRE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, ANY EQUIPME HE FAILURE OF OPERATION THEREOF, OR THE REPARS, SERVICE OR ADV MY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPME HE FAILURE OF OPERATION THEREOF, OR THE REPARS, SERVICE OR ADV REOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF MAGES WHATSOEVER AND HOWSOEVER CAUSED. NO REPRESENTATION O IPPLIER SHALL BE BINDING ON LESSOR, NOR SHALL THE BREACH OF SUCI ONS TO LESSOR AS SET FORTH HEREIN, LESSOR BICALMISAND SHALL N OR PROPERTY CAUSED BY THE EQUIPMENT HOWEVER ARISING. see a agrees and achrowledges that it is the intent of both parties to this Lease that code. Lessee and nachrowledges that it is the intent of both parties to this Lease that code. Lessee and that Lessee hand agrees that Lessee that	lerred to as the "Equipment"), on terms and ny schedule, commencing on the date (the to as "Supplier"), to Lessee or an egent of the to as "Supplier", to Lessee or an egent of the otherwise provided herein, the first monthly corresponding day of each month thereafter een paid in full. All payments of rent shall be soor to insert in this lease the serial numbers dvance rentals are not refundable if for any formance of its obligations under the Lease ation fee with regard to this transaction. uipment from the Supplier and arrange for have no responsibility or delay of failure of 1D MAKES NO REPRESENTATIONS OR ITTER WHATSOEVER, INCLUDING THE CHANTABILITY, ITS CONDITION AND/OR LLNOT BE LIABLE TO LESSEE FOR ANY IST LEASED HEREUNDER OR THE USE ISTMENT THERETO, OR BY ANY DELAY FOR FOR ANY LOSS OF BUSINESS OR OR WARRANTY AS TO THE EQUIPMENT H RELIEVE LESSEE OF, OR IN ANY WAY NOT BE RESPONSIBLE FOR ANY LOSS, It qualify as a statutory finance lease under ion of the equipment or of the supplier, and act evidencing the Lessor's purchase of the toon of any such rights. Equipment, same has not been delivered, a this Lease and its obligation to lessee. LE LEASE FOR THE TERM WDICATED ABOVE				
LESSOR CROWN BANK, F		ESSEE A A				
By Merridy Hawall	Sy Allelian A flaste	President				
Date	<u> </u>	Autour inco				
PERSONAL GUARANTY To induce Lessor to enter into the within Lesse, the undersigned unconditionally guarantees to Lessor the prompt payment when due to all Lessee's obligations under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by Lessee or the undersigned. The undersigned waives notice of acceptance hereoi and of all other notices or demands of any obligations and guarantees or demands of Lessee or any other obligations and guarantees without any way releasing the undersigned form his or har obligations hereunder. This is a continuing Guaranty and shall not be discharged or attected by death of the undersigned, shall bind the here, administrators, representatives, successors and assigns of undersigned, and may be entoreed by or for the benefit of any assignee or successors to reason's to any store ison, the undersigned consents to any way releasing the undersigned or stategocurits located in Broward County, Florida or Maricopa County, Arizona, with respect to any action hereunder, and waive insofar as permitted by law any trial by jury or any action between the printles.						
WITNESS SIGNATURE	DATED PERSONAL GUARANTOR SIGNATUR	RE DATED				
X WITNESS SIGNATURE	DATED PERSONAL GUARANTOR SIGNATUR	RE DATED				
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5. TITLE: Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lesses shall not change or remove any Insignia or lettering which is on the Equipment at the time of delivery thereol or which is thereafter placed thereon, indicating Lessor's ownership thereol, and at remove any insignite or lettering which is on the Equipment at the time of delivery mereor or which is mereatter placed mereon, indicating Lessor's ownership intereor, and at any time during the lease term, upon request of Lessor, Lessee shall affix to the Equipment, in a prominent place, labels, plates or other marking supplied by Lessor staing that the Equipment is owned by Lessor. Lessee subhorizes Lessor at Lessee's expense to file a copy of this Lease or any Schedule as a financing statement and in Lessee's name to execute and file financing statements to cover the collateral. Lessee agrees to execute and deliver any other statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording any such instrument or statement. Lessee shall at its expense protect and defend Lessor's tible against all persons claiming against or through Lesser, at all times keeping the Equipment fee from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor intruediate written notice thereof and shall indemnity Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Unless otherwise agreed in writing. Lessee shall have no right to purchase or otherwise accude tile to or ownership the Equipment. acquire title to or ownership of any of the Equipment.

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6. CARE AND USE OF EQUIPMENT: Lessee shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of business only, within its normal capacity, without abuss, and in a manner contemplated by the manufacturer; shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment; shall not make any modification, alteration or addition to the Equipment (other than normal operating accessories or controls which shall, when added to the Equipment, become the property of the Lessor) without the prior written consent of the Lesser, which shall not be unreasonably withheld, shall not so affix the Equipment to really as to change its nature to real property or fixture, and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed, shall keep the Equipment at the location shown on the schedule and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonable or shall have the right during normal hours, upon reasonable prior notice to Lessee and subject to applicable laws and regulations, to enter upon the premises where the Equipment is located in order to inspect, observe or, if Lessee is in default, remove the Equipment, or otherwise protect Lessor's interest.

7. NET LEASE: TAXES: Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shall pay all sales, use, excise, personal property stamp, documentary and ad valorem taxes, license and registration lees, assessments, fines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Unless otherwise agreed to in writing by Lessor, Lessor shall pay all personal property tax with respect to the Equipment and Lessee shall reimburse Lessor therefore upon demand.

8. INDEMNITY: Lessee shall and does hereby agree to indemnify and save Lessor its agents, servants, successors and assigns harmiess from any and all ilability, damages or loss, including reasonable counsel lees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated) control, use, condition (including but not limited to latent and other defects not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full lorce and effect notwithstanding termination of the Lease.

and obligations herein provided shall continue in full force and effect notwithstanding termination of the Lease. 9. INSURANCE: Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the replacement cost of the Equipment. The amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a coinsurer. Lessee also shall carry public liability insurance, both personal injury and property damage, covering the Equipment. All such casually insurance shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured. Lessee shall pay the premiums for such insurance and upon request deliver to Lessor satisfactory evidence of the insurance overage required hereunder. The proceeds of such insurance payable as a result of loss or of amage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in paragraph 10 below. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage tunder any such insurance policy.

of and execute and endorse all documents, checks or draits received in payment for loss or damage under any such insurance policy. 10. RISK OF LOSS: Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage and destruction), and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this lease, or (c) pay Lessor all unpaid rental as may be allocated to such item plus Lessor's anticipated residual value of the Equipment present valued to the date of loss at eight (8%) percent per anoum, plus interest at 1-1/2% per month (But in no event more than maximum rate permited by law) from date until paid.

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS: In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expanded by, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lesser to Lessor at the time of the next monthly payment of rent.

12. LEASE IRREVOCABILITY AND OTHER COVENANTS AND WARRANTIES OF LESSEE: Lessee agrees that this lease is irrevocable for the full term thereof; and Lessee's obligations under this lease are absolute and shall continue without abatement and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including but not limited to war, act of God, povernmental regulations, strike, loss, damage, destruction, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of law, or any other cause.

Equipment of operate property, leftminator by operation raw, or any order cause.
13. DEFAULT: If any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 14 below, (a) Lessee fails to pay any rental or any other payment hereunder when due, and such failure continues for five (5) days, or (b) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (c) a receiver, trustee, conservator or liquidator or Lessee or of all or a substantial part of list assets is appointed with or without the application or consent of Lessee or (d) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or (e) Lessee fails to pay when due any indebtedness to Lessor arising independently of this Lesse and such failure continues for five (5) days, or (i) Lessee breaches any other covenant, warranty or agreement hereunder, and such breach or payment hereunder. continues for ten (10) days after written notice thereof.

continues for ten (10) days after written notice thereof. 14. REMEDIES: If an event of default shall occur as described in subparagraph (a) through (e) in Paragraph 13 herein above, Lessor may, at its option, at any time to the extent permitted by law (a) declare the entire amount of unpaid rental for the balance of the term of this lease immediately due and payable, whereupon Lessee shall become obligated to pay to Lessor forthwith the total amount of the unpaid rental for the balance of said term plus Lessor's anticipated residual value of the Equipment present valued to the date of default at five (5%) percent per annum; (b) Lessor's reasonable attorney's fees and court costs, including appeals, and (c) without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment, tlessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment atter deduction of the expenses of sale or rental and Lessor's residual interest in the Equipment. Lessee shall also be liable for and Shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor's remedies, including all collection expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor's remedies, including all othe trate of one and one-half (1-1/2%) percent per montin, but only to the extent permitted by law, and Lessor and Lessee acknowledge the dif

consequence of said default.

Whenever any payment is not made by Lessee when due hereunder, Lessee agrees to pay to Lessor, as an administrative payment to offset Lessor's collection expenses not later than one month thereafter an amount calculated at the rate of five cents per one dollar of each such delayed payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall not be as waiver thereof or modify the terms of this lesse. If it is determined by a account of competent jurisdiction that this lesse constitutes a security transaction, Lessor's recovery shall in no event exceed the maximum permitted by law.

15. ASSIGNMENT: Lessor may, without Lessee's consent, assign or transfer this lease, or any Equipment, rent, or other sums due or to become due hereunder, and in such event Lessor's assignee or transferee shall have the rights, power, privileges, and remedies of Lessor hereunder. Upon such assignment Lessee agrees not to assen, as against Lessor's assignee, any defense, setoff, recoupment, claim or counter claim, that Lessee may have against Lessor arising from this transaction or otherwise. Lessee shall not assign this lease or any interests hereunder and shall not enter into any sublease with respect to the Equipment covered hereby without Lessor's prior written consent.

16. RETURN OF PROPERTY: Upon the termination or expiration of this lease, or any extension thereof, Lessee shall forthwith deliver, freight prepaid, the Equipment to Lessor, at an address designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted. Lessee shall also pay to Lessor such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination Lessee does not immediately return the Equipment to Lessor, the Equipment and the same monthly rental, subject to the right of either Lessee or Lessor to terminate the lease upon thirty (30) days written notice, whereupon Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this paragraph.

Equipment to the Lessor as set forth in this paragraph. 17. MISCELLANEOUS: This lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of Lessor. This lease shall be binding when accepted in writing, by Lessor and shall be governed by the laws of the State of Forda. Lesse agrees that all actions or proceedings instituted by Lessor or Lessee hereunder, shall, at Lessor's option, be brought in a court of competent jurisdiction in Broward County, Forda or Maricopa County, Arizona. Lessee waives, insolar as permitted, that by jury in any action between the parties. Lessor and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this lease, which may be deemed uneforceable shall in any way invalidate any other provision or provisions of this lease, all of which shall remain in full force and effect. Any notice intended to be served hereunder shall be deemed sufficiently sent by regular mail, postage prepaid, addressed to the party at the addresses contained herein. This lease shall be binding upon the parties, their successors, legal representatives and assigns.

979 PØ2 AFR 07 '70 15:28

954-698-0699 CROWN BANK LEASING



SCHEDULE A FOR IDS LONG DISTANCE, INC.

aty	UNIT	DESCRIPTION	
1		15' Manitor	
1		HP Sure Store DLT Lib 4116WR Rackmount	
1		HP 256 MB ECC SDRAM	
t		HP CPU upgrade kit	
1		20/40 35/70 40/80GB DLT IV	
1		HP Redunant Power Supply	
1	3	HP LH3r P3/600 128 MB 512K Cache	
3		HP 9.1 GB low profile 10,000 RPM	
1		HP LHG Fan Tray power supply	
1		HP Magezine, OLT Lib	
1		BP91001 CD Writer	
1		HP 128 MB 100 Mhz ECC SDRAM	
1		HP 128 MB SDRAM HP Keyboard	
1		hr Reyboard	

612 South Military Trail • Deerfield Beach, Florida 33442 (954) 698-0600 • (800) 775-3273 • FAX: (954) 698-0699

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DETAIL RECORD FOR: 990000009896

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STATUS	DATE FILED	ENPIRES	FILINGS COMPLETED THRI	SUMMARY FOR FILING
FILED	01/14/1999	01/14/2009	03/15/2005	990000009896

Events Filed

View Filing History

Current Debtor Parties::1

SECURED PARTIES

Current Secured Parties::1

TELECOMMUNICATIONS FINANCE GROUP 400 RINEHART RD LAKE MARY FL 32746

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MORE

DEBTOR PARTIES

NAME & ADDRESS

IDS TELECOM LLC 1525 NW 167TH ST, SUITE 200 MIAMI FL 33169

MURE >

DOCUMENT IMAGES	Pages in all forms/attachments::42			
DOCUMENT NUMBER	TYPE	DATE	PAGES	
<u>990000009896</u>	UCC1	01/14/1999	3	

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	STATE OF FLORIDA	(STATE	OF FLORIDA)
	INANCING STATEM		FORM UCC-1 (REV. 1993
This Financing Statement is pres 1. Debtor (Last Name First if an Individual) IDS LONG DISTANCE, INC.	ented to a filling afficer for filling pursu	1a. Date of Bi 1a. Date of Bi 65-0164	rth or FEI#
15. Mailing Address 1525 NW 167TH STREET, SUITE 200	1c. City, State MIAMI, FL	_	1d. Zip Code 33169
2. Additional Debtor or Trade Name (Last Name First if an Indi		2a. Date of Bh	th or FEI#
2b. Mailing Address	2c. City, State		2d. Zlp Code
3. Secured Party (Last Name First if an Individual) TELECOMMUNICATIONS FINANCE GROUP	,	······	
3a. Mailing Address 400 RINEHART RD.	3b. City, State LAK	E MARY, FL	3c. Zip Code 32746
4. Assignee of Secured Party (Last Name First if an individua	1)		
4a. Mailing Address	4b. City, State	<u></u>	4c. Zip Code
 This Financing Statement covers the following types or item required. If more space is required, attach additional sheet(s 	is or property [Include description }].	of real property on which loc	ated and owner of record when
SEE EXHIBIT A	TO FORM UCC-1 HERE	TO ATTACHED	
(SITE:	MIAMI, FL)		
		-01/ ****	00038364 14/9901085002 **31.00
Check only If Applicable: Products of collateral are also		APER ALSO COVEREI	
(One box must be marked) [] Florida Documentary Stamp 1	due and payable or to become du fax is not required.	e and payable pursuant to s.	201.22 F.S., have been paid.
In accordance with s. 679.402(2), F.S., this statement is filed v to perfect a security interest in collateral:	-	9. Number of additional she	ets presented:
 already subject to a security interest in another jurisdiction w state or debtor's location changed to this state. which is proceeds of the original collateral described above in 	_	This Space for	Use of Filing Officer
perfected. as to which the filing has lapsed. Date filed	and previous		•
ucc-1 file number acquired after a change of name, identity, or corporate structu	ure of the debtor.	FILED	
IDS LONG DASTANCE, INC.		JAN 14, 1999 08:00 AM	
X (CC) SECRETARY OF ST X TALLAHASSEE, FLOI			
Signature(s) of Section of Assigned, by Assignee(s) TELECOMMUNICATIONS FINANCE GROUP		96 MM	
x Ap.h	-		
me TELECOMWUNICATIONS FINAN			
dress 400 Killeliant Road dress Lake Mary, Florida 327	746		
y, State, Zip Attn: T. Vigie (A-5)			
STAND	ARD FORM - FORM	UCC-1 Approved	by Secretary of State, State of Florida

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EXHIBIT A TO FORM UCC-1

The creditor (Lessor) and the debtor (Lessee) agree that the property described in Exhibit A to this Financing Statement is owned absolutely by the Lessor, and that the transaction with respect to which this Financing Statement is filed is a true lease transaction. The creation and filing (or recording) of this Financing Statement are not intended to convert the transaction between the Lessor and the Lessee into a transaction intended for security, but instead are intended to give notice to all interested parties of the Lessor's absolute ownership of the property, and to perfect a security interest in the property in case a court of proper jurisdiction should determine that the transaction between the Lessor and the Lessee is not a true lease (transaction). This security interest shall extend to any proceeds from the property as well as any chattel paper related to the property.

EQUIPMENT

The items of personal property to be leased pursuant to this Lease Agreement, dated as of October 20, 1998, between TELECOMMUNICATIONS FINANCE GROUP, as Lessor, and IDS LONG DISTANCE, INC., as Lessee, are described below and in the attached equipment list(s):

Equipment	Quantity	4	
EWSD SWITCHING SYSTEM INCLUDING	 1 LOT		
ELEASE 16 SOFTWARE; 3 WEEKS ON-SITE	÷	-	
FTER CUT SUPPORT	÷		

Plus Peripheral Equipment



Sep-24-98 09:31A SEP 23' 98 (WED) 17:50 GLASS&GILLI

Jeanetta Pruss 1525 NW 167th SL

Miami, Fl. 33189

Suite 200

To: IDS

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TEL: 4079556807

P.02 P. 003

-______

SIEMENS

EWSD

Quote Specification Parameters

Date: 9/22/96

Quote Number: 982209 Project: EWSD Site Name: Miami, FI,Enter New Description Requested Delivery Date: 1/5/99

The configuration parameters below support the pricing provided on the associated contract offer.

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Item	Description	Customer Requirements
1	Analog	8
2	ISDN - BRI	0
3	SLC Systems	-20 60
4	TR-303 T-1 Lanks	0
5	Standard T-1 (DS1)	10 40
6	Long Distance Tranks (DSI)	211-360
7	LSDN - PRI Haks	- 40
2	TR-303 Lines	0
9	Power for ÉWSD	Xa- NO
10	Sperc Package for EW5D	Yas
61	ROTL	Yes
12	MUSP	Na
13	[P14	No
14	Addisional OMT	No
15	Additional Printer	No
16	Bisynch Lunk Controller (BLC)	No
17	Voice Mail System (Including Walse Up Services)	No
1#	Alarm Sending	Yes
19	Y-splicing	No
20	Para-cal support (Weeks)	٥
21	AMA Verification (Hours)	٥
27	Pestnum CO-ROM Reader	0
23	OC Toll Free Expansion using AIN 0.1	No
24	Multiple Presubscription	No
25	Call Waiting Deluxo	No
26	ISDN PRI Calling Name delivery and Head/Motel	No
27	Voice Assisted Dialing	No
25	Local Number Portability	Yes
29	Long Distance Features and Services	Yes
30	AIN 0.2 Functionalities	No
31	AIN Intelligent Peripheral Interface	No
32	Nutional ISDN BIRT 1.2, J over GR-303	Ne
33	Year 2000 Residences	Yes
14	Refease 15 Fast Track Feature Package	No
35	Wireless Service Provider to Connecting LEC UF	No
36	Suppy Same NXX in Multiple Numbering Plan Area	No
37	Remote Intelligent Peripheral Interface Functions	No



Database Version 3.1

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide competitive local exchange telecommunications service by Home Town Telephone, LLC.

DOCKET NO .: 0301 765 - TX

ISSUED: SEPTEMBER 22, 2003 FILED: FRIDAY, OCTOBER 3, 2003

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PETITION FOR A FORMAL PROCEEDING AND OBJECTIONS TO APPLICATION

COMES NOW the Petitioner, KEITH KRAMER, ("KRAMER") by and through his undersigned Counsel and files his Petition seeking a formal proceeding and evidentiary hearing on the proposed Agency Order No.: PSC-03-1045-PAA-TX on the Application by Home Town Telephone, LLC. ("HOME TOWN") for certification to provide Competitive Local Exchange Telecommunication (CLEC) service, and files his Objections to the Application by HOME TOWN for Certification to Provide Competitive Local Exchange Telecommunication Service:

Name and Address of Agency and Identification Number:

- The name and address of the agency affected by this Petition is the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850.
- 2. The Docket number before the Florida Public Service Commission on the Application by HOME TOWN is 030765-TX.
- The Order Number of the Florida Public Service Commission granting the Certificate is ID PSC-03-1045-PAA-TX issued September 22, 2003.
- The Certificate Number granted by the Florida Public Service Commission to HOME TOWN is Certificate Number 8393.

Petitioner is not aware of any other file or identification number for this matter.

Name and Address of Petitioner and Petitioner's Representative

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10.6.03

EXHIBIT "4"

Statement of Substantial Interest Affected:

The name, address and telephone number of the Petitioner is Keith Kramer, 18459
 NW 9th Street, Pembroke Pines, FL33029, (954-252-1003)

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- The name, address and telephone number of Petitioner's Representative is Alan C.
 Gold, Esquire, Law Offices of Alan C. Gold, P.A., 1320 South Dixie Highway, Suite
 870, Coral Gables, FL 33146 (305) 667-0475.
- 7. Petitioner's substantial interest will be seriously and materially affected by the agencies determination in granting a Certificate to HOME TOWN in the following manner:
 - Petitioner is a member/principal of IDS Telecom, LLC., ("IDS") a Florida Limited Liability company who currently holds a certificate to provide competitive Local Exchange Telecommunications Service from the Florida Public Service Commission, and which is managed by Joseph Millstone ("Millstone"), Michael Noshay ("Noshay") and Anthony Petrone ("Petrone"), who are also members/principals of IDS.
 - Petrone, Millstone and Noshay are also managers and members/principals of
 HOME TOWN
 - HOME TOWN is seeking the certificate in order to become a competitor of IDS and to improperly divert assets, resources and business opportunities away from IDS into HOME TOWN.
 - This competition by HOME TOWN through Millstone, Noshay and Petrone is in violation of the Third Amended and Restated Operating Agreement of

IDS and is in direct violation of Florida Statutes § 608.4225 (1) (a) 3, which prohibits the Managers "from competing with the limited liability company in the conduct of the limited liability company business before the dissolution of the limited liability company.

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- The actions by these three managers (Millstone, Noshay and Petrone) also violates their duty of loyalty and fiduciary duties to IDS and its members, including Kramer, both under Florida statutory and case law. In fact, Kramer has sought leave to file an Amended Complaint against these individual managers in the Circuit of the Eleventh Judicial Circuit Court of Miami-Dade County, Florida complaining of the formation of HOME TOWN and its seeking a certificate to enable it to provide competitive local exchange telecommunication services. (A copy of the proposed Amended Counterclaim by Kramer is attached hereto and incorporated herein as Exhibit "1").
- f. Kramer's interest as a member and an equity holder in IDS will be adversely affected by HOME TOWN receiving its Certificate from the Florida Public Service Commission and competing with IDS.
- g. Petitioner, Kramer's interest as a member of the public will also be adversely affected by the granting of this Application for the following reasons:
 - The granting of a Certificate of Authority is not necessary nor warranted due to the fact that IDS, a company affiliated with HOME TOWN through commonality of ownership in part, and management is already authorized by the Florida Public Service Commission to

provide Competitive Local Exchange Telecommunication Services.

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- The managerial capacity of HOME TOWN is suspect due to the flagrant disregard of its managers for the Florida Statutes, contractual obligations and fiduciary obligations.
- iii. The financial capability of HOME TOWN is also suspect and is not clearly set forth in HOME TOWN's application, but is rather based upon projections and no concrete financial information was provided.

When and How Notice of Agency's Action was Received:

- Petitioner received notice of the Florida Public Service Commission's decision granting the Application by HOME TOWN on or about September 22, 2003, when it obtained a copy of the Notice of Proposed Agency Action over the internet.
- Petitioner was actually aware that the Petition was pending and that an Order was forthcoming several weeks prior to the entry of the Order.

Disputed Issues of Fact:

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- Petitioner does not know what facts will be disputed by HOME TOWN; however, anticipates that HOME TOWN would dispute certain facts.
- 11. It appears it will be undisputed that the managers of IDS and HOME TOWN are the same; namely, Petrone, Noshay and Millstone. According to the Application by HOME TOWN the principals of both IDS and HOME TOWN are at least, in part, the same.
- 12. Petitioner believes that Anthony Petrone, Michael Noshay and Joseph Millstone and possibly MCG Capital Corporation have an equity interest in both IDS and HOME

TOWN, and that the above will be undisputed.

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- 13. It should be undisputed that IDS has a Certificate from the Florida Public Service Commission to provide Competitive Local Exchange Telecommunication Services.
- 14. Petitioner believes that HOME TOWN might attempt to dispute that it is in competition with IDS and diverting assets and opportunities from IDS; however, those facts and breaches are apparent.
- 15. Petitioner alleges that HOME TOWN does not have sufficient managerial capacity to provide the service, and anticipates HOME TOWN will dispute the same.
- 16. Petitioner alleges that HOME TOWN does not have sufficient financial ability as shown in its Application, and anticipates HOME TOWN will dispute the same.
- 17. Petitioner alleges that the granting of the Certificate to HOME TOWN would not be in the public interest, and anticipates that HOME TOWN will dispute the same.

Ultimate Facts Which Warrant Reversal of Agency Action:

18. A concise statement of the ultimate facts alleged including the specific facts Petitioner contends warrants reversal or modification of the Agency's proposed action was set forth immediately above in this Petition in paragraph 8 herein, which paragraph is hereby incorporated herein by reference. Specifically, Petitioner claims that the Certificate to provide Competitive Local Exchange Telecommunication Service granted to HOME TOWN directly, unfairly and unlawfully competes with Petitioner's ownership interest in IDS, that the managers of HOME TOWN have breached statutory and fiduciary obligations to IDS and Petitioner. Moreover, Petitioner contends demonstrated that HOME TOWN does not have the sufficient financial or

managerial capacities to provide the telecommunication services. Additionally, Petitioner contends that the granting of the certificate is not necessary or warranted due to the fact that an affiliated company of HOME TOWN, namely, IDS, already holds a certificate with the Florida Public Service Commission and provides competitive local exchange telecommunication services.

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Statement of Specific Rules and Statute which Require Reversal:

- The Agency's proposed action violates Florida Statutes § 364.337 in that there is no showing that HOME TOWN has sufficient technical, financial and managerial capacity to provide such service.
- 20. Additionally, the granting of the Certificate to HOME TOWN is detrimental to the public interest and a violation of Florida Statutes § 364.337 due to the fact that an affiliated company of HOME TOWN is already the holder of such Certificate.
- Furthermore, the managers of HOME TOWN violated Florida Statutes § 608.4225, and their duties of loyalty as managers of IDS, and breach of fiduciary duty to IDS and its members.

Statement of Relief Sought:

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- 22. Petitioner seeks the following relief:
 - This Agency grant a proceeding pursuant to Florida Statutes § 120.569 and 120.57 and hold an evidentiary hearing on HOME TOWN's Petition and Kramer's Objections,
 - b. The Order approving the Application For Certificate be rescinded,
 - c. HOME TOWN's Application For Certificate to provide Competitive

Local Exchange Telecommunication Service be denied,

d. Petitioner be granted all relief to which he is entitled.

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Respectfully submitted,

ALAN C. GOLD, P.A. Gables One Tower 1320 South Dixie Highway Suite 870 Coral Gables, FL 33146 (305) 667-0475 (office) (305) 663-0799 (telefax)

BY: ALAN C. GOLD, ESQUIRE

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Florida Bar Number: 304875 JAMES L. PARADO, ESQUIRE Florida Bar Number: 0580910

KEITH KRAMER

CERTIFICATE OF MAILING

I hereby certify that the foregoing Petition For a Formal Proceeding and Objection To Application was mailed via U.S. Mail on October 3, 2003, to:

HOME TOWN TELEPHONE, LLC.

1525 NW 167th Street Suite 200 Miami, FL 33186

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and via Overnight Delivery on October 3, 2003 to:

DIRECTOR, DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES 2540 Shumard Oak Boulevard Tallahassee, FL 32399

and was mailed via U.S. Mail on October 3, 2003 to:

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FLORIDA PUBLIC SERVICE COMMISSION DIVISION OF COMMISSION CLERK and ADMINISTRATIVE SERVICES 2540 Shumard Oak Boulevard Tallahassee, FL 32399

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BY. ALAN C. GOLD, ESQUIRE FLORIDA BAR #304875