

DEPOSIT

DATE

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AUG 2 6 1998

August 25, 1998 Via Overnight

210 N Park Ave Winter Park, FL 32789

Florida Public Service Commission Division of Communication 2540 Shumard Oak Boulevard Gerald L. Guinter Building, Room 270 Tallahassee, FL 32399-0850

- O Drawer 200 Winter Park, FL 32790-0200

981077-TI

Tel 407-740-8575 Fax 407-740-0613 tmi@tminc.com RE: Initial Application and Tariff of PREMIO, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of PREMIO, Inc. Also enclosed is a check in the amount of \$250, to cover the filing fee

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose. I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Hal Stringer

Consultant to PREMIO, Inc.

Enclosures

CC:

Eric Peterson, PREMIO

file:

PREMIO - FL

FL19800

Check received with filing and forwarded to Fiscal ful deposit. Fiscal to forward a copy of check to RAR with proof of depose

initials of person who forwarded check



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Florida Public Service Commission Division of Communication

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Gerald L. Guinter Building, Room 270
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1076

PREMIO INC. 565 CALIFORNA ST., STE. 3460 SAN FRANCISCO, CA 94104

DATE Aug.5.98

1-3695/1210

PAY THE Florida Public Service Commission

\$ 250 00

Two Hundred Fifty Just

DOLLARS 🗖 🚟

MANUFACTURERS BANK MICALPOSMIA ST. SAN PERKESOO, CA MIN Florida Tariff Fee

7. Cot.



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11929/ AUG 20 8

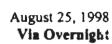
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210 N. Park Ave. P.O. Drawer 200 Winter Park, FL 32790-0200



TECHNOLOGIES MANAGEMENT, INC. P.O. DRAWER 200
WINTER PARK, FL 32790-0200





210 N. Park Ave.

Winter Park, FL

32789

Florida Public Service Commission

Division of Communication 2540 Shumard Oak Boulevard

Gerald L. Guinter Building, Room 270

Tallahassee, FL 32399-0850

P.O. Drawer 200

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Fax 407 740-0613 tmi@tminc.com

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Eric Peterson, PREMIO cc:

file: PREMIO - FL FLI9800 tms:

FLUIDA PUBLIC SERVICE COMMISSION DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

981011-TI

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

Instructions

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

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

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

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

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

2.	This is an application for √ (check one):								
	(X)	Original Authority (New company)							
	()	Approval of transfer (To another certificated company)							
	()	Approval of assignment of existing certificate (To a noncertificated company)							
	()	Approval for transfer of control (To another certificated company)							

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

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

PREMIO, Inc.

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

Street. 555 California Street, Suite 3450

P.O. Box

City, State: San Francisco, California

Zip Code: 94104

6.	Florida address (including street name & number, post office ox, city, state and zip code).									
	Street P.O. I City, Zip C	Box. State:	Send al	l co	rrespondence to address in 5 above.					
7.	Struct	ture of organization:								
	()	Individual	()	Corporation					
	(X)	Foreign Corporation	()	Foreign Partnership					
	()	General Partnership	()	Limited Partnership					
	()	Other,	-							
8.		licant is an individual or partne letor or partners.	rship, ple	ase	give name, title and address of sole					
		Not Applicable.								
	(a)	gn partnership statute (Chapter 620.169								

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

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: 97000006227

(b) Name and address of the company's Florida registered agent.

Edwin F. Blanton 825 Thomasville Road Tallahassee, Florida 32303

(c) Provide proof of compliance with the fictitious name statute (Chapter 865 09 FS). if applicable.

Fictitious name registration number: Not Applicable.

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

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

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

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

- 10. Who will serve as harson with the Commission in regard to case give name, title, address and telephone number):
 - (a) The application:

Hai Stringer
Consultant to PREMIO, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Eric Peterson
Vice President
PREMIO, Inc.
555 California Street
Suite 3450
San Francisco, California 94104
Telephone: (415) 288-1509
Facsimile: (415) 288-1576

(c) Tariff:

Hai Stringer
Consultant to PREMIO, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Customer Service Manager or Eric Peterson PREMIO, Inc. 555 California Street Suite 3450 San Francisco, California 94104 Telephone: (800) 322-6260 Facsimile: (415) 288-1576

(a) Has operated as an interexchange carrier.

PREMIO currently provides service to less than 1750 customers in a total of 38 states. This includes approximately 20 customers within Florida. The company is in the process of filing registrations or applications for authority, where applicable in each of these states with plans to complete nationwide certification during 1999.

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

Georgia, Kentucky, Massachusetts, New York, Ohio.

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

Applicant is currently authorized to provide service in the states of California, New Jersey, Oregon and Texas by virtue of registration or certification. PREMIO is also authorized to provide service in Iowa, Michigan, Utah, and Virginia where no filings or approvals are required by these states' regulatory agencies.

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

PREMIO, Inc. has not been denied authority to operate in any state.

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

PREMIO, Inc. has not been subject to any penalties for violations of telecommunications statutes.

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

PREMIO, Inc. has not been involved in civil court proceedings with any other carrier or telecommunications entity.

12.	What service	s will the appl	icant offer to ot	her certified tele	phone compan	ics
	()	Facilities		()	Operators	

() Billing and Collection ()

() Maintenance

(X) Other: None anticipated at this time

Sales

14.	Will	your ma	rketing program:								
	() Pay commissions?										
	()		sales franchises?								
	()		multi-level sales incentives	?							
	() Offer other sales incentives?										
		comn repre incen	nercial credit card custon sentatives are salaried em	ners by inployees.	vices are marketed primarily to its n-house sales representatives. Sales At this time, no commissions or sales s for signing up new long distance						
15.	Expla etc.).	in any o	of the offers checked in ques	tion 14 (to	whom, what amount, type of franchise,						
		Not A	Applicable.								
16.	Who	will rec	eive the bills for your service	ce (check a	all that apply)?						
		(X)	Residential customers	(X)	Business customers						
		()	PATS providers		PATS station end-users						
		Ċ	Hotels & motels	()	Hotel & motel guests						
		()	Universities	()	Univ. dormitory residents						
		()	Other:(specify)								
17.	Pleas	e provid	le the following (if applicab	ile):							
	(a)	will th		questions	he bill for your services, and if not, who s about the bill (provide name and phone ded?						
		PREMIO's name will appear on all bills for services.									
	(b) The name and address of the firm who will bill for your service.										
				at month	ly for its services. Optionally, the ly bills be automatically charged to an rd.						

Do you have a marketing program?

Yes

13.

- 18. Please provide all vailable documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.
 - A. Financial Capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III for copies of PREMIO, Inc.'s unaudited financial statements.

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

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

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

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

B. Managerial capability.

See Attachment IV for information about PREMIO, Inc. and its key management personnel.

C. Technical capability.

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

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

See Attachment II.

20.	The applicant will provide the following interexchange carrier services (Check all that apply):									
	()	MTS with distance sensitive per minute rates								
	` '	() Method of access is FGA								
		() Method of access is FGB								
		() Method of access is FGD								
		() Method of access is 800								
	()	MTS with route specific rates per minute								
		() Method of access is FGA								
		() Method of access is FGB								
		() Method of access is FGD								
		() Method of access is 800								
	(X)	MTS with statewide flat rates per minute (i.e.not distance sensitive)								
		() Method of access is FGA								
		() Method of access is FGB								
		(X) Method of access is FGD								
		() Method of access is 800								
	() MTS for pay telephone service providers.									
	() Block of time calling plan (Reach Out Florida, Ring America, etc.)									
	() 800 Service (Toll free)									
	()	WATS type service (Bulk or volume discount)								
		() Method of access is via dedicated facilities								
		() Method of access is via switched facilities								
	()	Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)								

(()	Travel	service Method of access is 950
			()	Method of access is 800
I	()	900 sei	rvice
	()	Орега	tor Services
			()	Available to presubscribed customers
			()	Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
			()	Available to inmates
			Service	es included are:
			()	Station assistance
			Ò	Person to person assistance
				Directory assistance
				Operator verify and interrupt
			()	Conference calling
				end user dial for each of the interexchange carrier services that were checked luded (above).

21.

Direct Dial service is offered on a presubscribed basis with the customers dialing "1" plus the area code and phone number of the desired destination.

22. Other:



1. REGULATORY ASSESSMENT FEE:

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

2. GROSS RECEIPTS TAX:

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

3. SALES TAX:

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

4. APPLICATION FEE:

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

5. RECEIPT AND UNDERSTANDING OF RULES:

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida 1 also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

7. ACCURACY OF APPLICATION:

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:	Signature	Aug 5 1498
		(415) 288-1509
	Eric Peterson, Vice President	Telephone

APPENDICES:

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

ATTACHMENTS:

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

** APPENDIX A **

CERTIFICATE OF TRANSFER STATEMENT

I,	(Name,	Title),		-		Company),						
	C 5.					d this applic	cation	and Jou	i in inc	penne	oner's requ	iest for a
tra	ensfer of t	he above	e-me	ntion cer	nilica	ate.						
						Not App	licabl	e				
		o net ot										
U	TILITY (OFFICI	AL:		znatu	ге				Da	te	-
				Na Na	me a	nd Title			_	Tel	lenhone	

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Signature

1318 - Date

Eric Peterson Vice President PREMIO. Inc. 555 California Street

Suite 3450

San Francisco, California 94104

Telephone: (415) 288-1509 Facsimile: (415) 288-1576

INTRASTATE NETWORK

1.	POP:	Addresses	where located	, and indicate if owned or leased.	
		1) Not 2) 3) 4)	ne.		
2.	SWITCHE	S: Address w	here located, b	y type of switch and indicate if owned o	r leased.
		1) Nor 2) 3) 4)	ne.		
3.				to-POP facilities by type of facilities (mide if owned or leased.	rowave,
	POF	P-to-POP	TYPE	OWNERSHIP	
	1) 2) 3)	None.			
4.	proposing t		ginating service	provide the list of exchanges where e within thirty (30) days after the effec	
	Stat	ewide			
5.				xplain how the applicant will comply mission Rule 25-24.471 (4)(a) (copy en	
	Not	applicable			

- 6. CURRENT FLORDA INTRASTATE SERVICES: Apparant has (X) 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 service begin?

PREMIO, Inc. was formed in 1995 to offer commercial credit card services to foreign expatriate communities residing within the United States. Currently, PREMIO-branded credit cards are offered to Japanese expatriates and Japanese citizens temporarily residing in the United States for business reasons.

PREMIO issues its domestic (US Dollar) credit cards with billing and customer service support provided in the customer's native language (e.g., Japanese). Most customers are individuals who are unable to secure a personal credit card due to lack of a U.S. credit history or citizenship.

In May of 1996, PREMIO began offering long distance services to its Japanese customers on a presubscribed basis with deeply discounted international rates to Japan. Over 95% of PREMIO's revenue is derived from international calling due to the nature if its customer base. Intrastate and interstate service is minimal in terms of call volume or billed revenue. PREMIO was unaware at this time that the intrastate component of its services, although minimal, would require the company to meet the regulatory requirements of various state authorities.

With respect to its intrastate operations, Applicant began providing service to customers within Florida during September of 1996. The company currently provides service to 18 customers. Total intrastate revenue to date has been less than \$300.

In late 1997, PREMIO learned of its intrastate obligations and began investigating how best to fulfill those requirements. The company has 1) filed for certificates of foreign corporation where required, 2) retained the services of Technologies Management, Inc. to file for certification or registration with state public utility agencies, and 3) contracted with a firm specializing in telecommunication related taxes to insure payment of its tax obligations.

PREMIO, Inc. has discontinued marketing of its services to new customers within Florida pending approval of its application. However, the company continues to provide service to existing customers. The multilingual customer support provided by PREMIO is not available from other carriers.

6. CURRENT FLORDA INTRASTATE SERVICES (confided):

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

Not applicable.

UTILITY OFFICIAL:

Signature

Date 1 1997

Eric Peterson Vice President PREMIO, Inc.

555 California Street

Suite 3450

San Francisco, California 94104 Telephone: (415) 288-1509

Facsimile: (415) 288-1576

** APPENDIX D **

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

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

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

** FLORIDA EAS FOR MAJOR EXCHANGES **

Extended Service Area with These Exchanges

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

Navarre.

PANAMA CITY: Lynn Haven, Panama City Beach, Youngstown-

Fountain and Tyndall AFB.

TALLAHASSEE: Crawfordville, Havana, Monticello, Panacea,

Sopchoppy and St. Marks.

GAINESVILLE: Alachua, Archer, Brooker, Hawthorne, High Springs,

Melrose, Micanopy, Newberry and Waldo.

OCALA: Belleview, Citra, Dunnellon, Forest Lady Lake (B21).

McIntosh, Iklawaha, Orange Springs, Salt Springs and

Silver Springs Shores.

DAYTONA BEACH: New Smyrna Beach.

TAMPA: Central None

East Plant City
North Zephyrhills
South Palmetto
West Clearwater

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

ST. PETERSEURG: Clearwater.

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

Haven.

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo,

Windermere, Winter Garden, Winter Park, Montverde, Reedy Creet, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando,

Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and

Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

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

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

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral.

North Ft. Myers, Pine Island, Lehigh Acres and

Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

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

Lauderdale.

FT. LAUDERDALE: Coral Springs, Decrfield Beach, Hollywood and

Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine.

PREMIO, Inc. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



Bepartment of State

I certify from the records of this office that PREMIO INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on November 25, 1997.

The document number of this corporation is F97000006227.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fifth day of November, 1997



CR2EO22 (2-95)

Sandra B. Mortham Secretary of State

Sende B. Mortland

ATTACHMENT II

PROPOSED TARIFF

Specialized Common Carrier Service

Regulations and Rates

of

PREMIO, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services provided by PREMIO, Inc. This tariff applies to services furnished within the State of Florida This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's main office located at 555 California Street, Suite 3450, San Francisco, California 94104.

Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

This tariff is filed pursuant to Section 203 of the Communications Act of 1934, as amended.

Issue Date: August 25, 1998

Effective Date:

Issued by:

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page #	Revision	Page #	Revision
Title Page	Original *	21	Original *
1	Original *	22	Original *
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555 California Street, Suite 3450 San Francisco, California 94104

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- 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 the various suspension periods and deferrals the Commission follows in its tariff approval process, 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 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 shall be no other symbols used on this page if these are the only changes made to it. 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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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue

I - Change Resulting in an Increase to a Customer's Bill

M - Moved from another Tariff Location

N - New

R - Change Resulting in a Reduction to a Customer's Bill

T - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a PREMIO designated switching center or point of presence.

Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff

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

Commission - The Florida Public Service Commission.

Commercial Credit Card - A billing arrangement whereby charges for service provided may be billed to an approved commercial credit card such as American Express, Master Card or Visa. The terms and conditions of the credit card company apply to payment arrangements.

Company or Carrier - PREMIO, Inc. unless otherwise clearly indicated by the context.

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 Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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

Initial Period - The Initial Period is the length of a call for minimum billing purposes. The Initial Periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

LEC - Local exchange company.

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PIC - Primary interexchange carrier.

PIC Authorization - A Customer's selection of a PIC that meets the requirements of federal and state law.

PREMIO - Used throughout this tariff to refer to PREMIO, Inc.

Primary Interexchange Carrier - The interexchange carrier designated by the Customer as its first routing choice for long distance calls. Users can place calls through their Primary Interexchange Carrier without entering an access code or other special dialing sequence before entering a "1+" and the destination number.

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of PREMIO, Inc.

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating at specified points within the state of Florida under the terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.3 PREMIO arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customer. in accordance with the terms and conditions set forth under this tariff. PREMIO 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 PREMIO network. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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2.2 Use of the Company's Service (Cont'd)

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

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by 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.

2.5 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer. Credits for interruptions due to inspection, testing or adjustments will be calculated as described in Sections 2.9.5 and 2.9.6 of this tariff.

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2.6 Liability of the Company

- 2.6.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Sections 2.9.5 and 2.9.6, whichever is greater, for the period during which the faults in transmission occur.
- 2.6.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause b yound the Company's direct control.
- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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2.6 Liability of the Company (Cont'd)

- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.5 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.6.6 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - Any act or omission of: (a) the Customer or Authorized User, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
 - Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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2.6 Liability of the Company (Cont'd)

2.6.6 Cont'd

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance.
- 6) Any noncompletion of calls due to network busy conditions;
- 7) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Customer; its Authorized Users; guests, patrons, visitors or other transient third parties using the services of the Company through the Company's or Customer's equipment; or any other entity.

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2.7 Responsibilities of the Customer

- 2.7.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:
 - The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Customer.
 - 2) The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of PREMIO's services.
 - The Customer shall ensure that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
 - 4) The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
 - 5) The Customer is responsible for establishing its identity as often as necessary during the course of a call.
 - 6) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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2.8 Billing and Payment For Service

2.8.1 Responsibility for Charges

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

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

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2.8 Billing and Payment For Service (Cont'd)

2.8.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, Commercial Credit Card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

Non-recurring charges, if applicable, for installations, service connections, moves or rearrangements are billed on the next invoice following completion of the work or order requested by the Customer. Billing thereafter will include recurring charges and actual usage as defined below:

- Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, facility, arrangement or component is discontinued.
- The Company shall bill for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the recurring charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided during the preceding billing period Fractional charges are rounded up to the next highest penny on a per call basis.

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2.8 Billing and Payment For Service (Cont'd)

2.8.3 Disputed Charges

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

2.8.4 Late Payment Fees

For services billed directly by the Company, PREMIO reserves the right to assess a late payment fee of 1.5% per month on any past due balance. For service billed on behalf of the Company, any applicable late payment fees will be assessed according to the terms and conditions of the Company's billing agent.

2.8.5 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

2.8.6 Billing to a Commercial Credit Card

Charges for service provided by the Company may be billed to an approved Commercial Credit Card. Each billing period, PREMIO will submit a charge to the Customer's Commercial Credit Card company equal to the invoice total for that billing period. The Company will mail a separate statement to the Customer itemizing all non-recurring, recurring and usage sensitive charges (including call detail) included in the invoice amount charged to the Customer's Commercial Credit Card account.

When issuing credits for amounts due the Customer (e.g., for service interruptions), the Company may 1) submit an immediate credit to the Customer's credit card account for the amount due or 2) hold such credits and deduct them from the invoice total submitted to the Customer's credit card account during the next billing cycle

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2.8 Billing and Payment For Service (Cont'd)

2.8.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, non-recurring and recurring charges are applicable, whether the service is used or not.

2.8.8 Charges for Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.
- Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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2.8 Billing and Payment For Service (Cont'd)

2.8.9 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, PREMIO may refuse to provide service, require a deposit or advance payment or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers or invalid Commercial Credit Card numbers or

2.8.10 Deposits

The Company does not collect deposits from its customers.

2.8.11 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, PREMIO reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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2.8 Billing and Payment For Service (Cont'd)

2.8.12 Taxes

- A) All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- B) 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.
- C) 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 including but not limited to Universal Service Funds and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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2.9 Refunds or Credits for Service Outages or Interruptions

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

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

Credit = $A/720 \times B$

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

B = total monthly recurring charge for affected service.

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

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2.10 Cancellation or Termination of Service

2.10.1 Cancellation by Customer

Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all charges for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.10.2 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until twenty (20) days from the closing date printed on the Customer's invoice.
- B) 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:
 - For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to PREMIO or its agents for the purpose of inspection and maintenance of equipment owned by PREMIO or its agents.

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2.10 Cancellation or Termination of Service (Cont'd)

2.10.2 Continued

B) Continued

- 4) For noncompliance with or violation of Commission regulation or PREMIO's rules and regulations on file with the Commission.
- 5) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, PREMIO may, before restoring service, require the Customer 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.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.

2.11 Interconnection

Service furnished by PREMIO 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.

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2.12 Customer Provided Equipment

- 2.12.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system or single line 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 PREMIO's service.
- 2.12.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.12.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - network control signaling where such signaling is performed by Customerprovided network control signaling equipment.

Issue Date: August 25, 1998

Effective Date:

Issued by:

2.13 Company Provided Equipment

- 2.13.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.13.2 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.
- 2.13.3 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

2.14 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- 2.14.1 Customers or Authorized Users may record a conversation if the Customer or Authorized User first obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation
- 2.14.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used
- 2.14.3 The requirements of 2.14.1 and 2.14.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

Issue Date: August 25, 1998

Effective Date:

Issued by:

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.3 Timing of Calls

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

- 3.3.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for calls ends when one of the parties disconnects from the call
- 3.3.3 Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is one (1) minute.
- 3.3.4 Unless otherwise specified in this tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.3.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

Issue Date: August 25, 1998

Effective Date:

Issued by:

SECTION 3 -DESCRIPTION OF SERVICE (CONT'D)

3.4 Outbound Long Distance Service

PREMIO's Outbound Long Distance Services are offered to Residence and Business Customers for placing direct dial (1+) calls to terminating locations within the State of Florida. Customers access the Company's network through business or residential Switched Access lines. Customers must presubscribe their local access lines to the Company's network to utilize this service. 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. Rates and charges vary by plan as described in the following sections of this tariff.

3.4.1 PREMIO Standard Service

PREMIO Standard Service is offered to Customers who are directly billed by the Company or who request monthly billing of charges to a Company-approved Commercial Credit Card issued by a third party. No non-recurring or monthly recurring charges apply.

3.4.2 PREMIO Optional Service Plan 1

Optional Service Plan 1 is offered to Customers who elect to have charges for service billed to a PREMIO-issued Commercial Credit Card (exclusive of co-branded cards). No non-recurring or monthly recurring charges apply.

Issue Date: August 25, 1998 Effective Date:

Issued by: Eric Peterson, Vice President



3.4 Outbound Long Distance Service (Cont'd)

3.4.3 PREMIO Optional Service Plan 2

Optional Service Plan 2 is offered to Customers who elect to have charges for service billed to a PREMIO Commercial Credit Card issued in conjunction with a participating business or third party. The participating business or third party must have a previously established agreement with the Company to co-brand credit cards issued by the Company. Incentives such as frequent flyer miles, bonus points, or cash back offers may be offered by the co-branding party based on the amounts charged to the Customer's credit card account. Such incentives, if offered are offered by the co-branding party and do not effect the rates and charges contained in this tariff or billed to the Customer's card account for services provide by the Company. No non-recurring or monthly recurring charges apply.

3.5 Directory Assistance

Long Distance Directory Assistance is available to Customers of PREMIQ Outbound Long Distance Services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Customers must dial "1" plus an area code followed by "555-1212" to reach the Company's Long Distance Directory Assistance Bureau.

Issue Date: August 25, 1998 Effective Date:

Issued by: Eric Peterson, Vice President

SECTION 4 - RATES

4.1 **Exemptions and Special Rates**

Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications devise 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 (A) TDDs will be equal to applying the off-peak rate during peak rate period.
- The credit to be given on a subsequent bill for such calls placed by TDDs **(B)** 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 Operator Assistance for Handicapped Persons

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

Issue Date: August 25, 1998

Issued by:

Eric Peterson, Vice President 555 California Street, Suite 3450

San Francisco, California 94104

Effective Date:

SECTION 4 - RATES (CONT'D.)

4.1 Exemptions and Special Rates (Cont'd)

4.1.3 Directory Assistance Exemptions

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.1.4 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. PREMIO 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.

Issue Date: August 25, 1998

Issued by: Eric Peterson, Vice President

555 California Street, Suite 3450 San Francisco, California 94104

Effective Date:

SECTION 4 - RATES (CONT'D)

4.2 Outbound Long Distance Service

4.2.1 PREMIO Standard Service

USAGE CHARGES:

Initial Minute	Addl. Minute
\$0.1600	\$0.1600

4.2.2 PREMIO Optional Service Plan 1

USAGE CHARGES:

Initial Minute	Addl. Minute
\$0.1200	\$9.1200

4.2.3 PREMIO Optional Service Plan 2

USAGE CHARGES:

Initial Minute	Addl. Minute
\$0.1400	\$0.1400

4.3 Directory Assistance

Directory Assistance Charge, Per Call \$0.75

Issue Date: August 25, 1998

Effective Date:

Issued by:



5.1 Contracts - General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.3 Demonstration of Service Promotion

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

Issue Date: August 25, 1998 Effective Date:

Issued by: Eric Peterson, Vice President

ATTACHMENT III

FINANCIAL STATEMENTS

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

PREMIO. Inc. has ample financial resources to operate as a telecommunications reseller within the state of Florida. In support of its financial ability to provide service, PREMIO, Inc. offers unaudited financial statements for 1995, 1996 and 1997 as part of this attachement.

PREMIO. Inc. proposes to operate in Florida as a statewide long distance reseller of direct dial services. As such, the incremental cost of adding new subscribers is minimal. No capital expenditures for equipment, switches or transmission facilities are required.

PREMIO, Inc. is a existing company whose primary business is the sale and distribution of credit cards to customers nationwide. Therefore, the company has an existing revenue stream unrelated to its telecommunications operation on which to rely for any funding its expansion into the long distance market.

 Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

See Response to 1 above.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

See Response to 1 above.

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.

RUN DATE: 05/17/96 RUN TIME: 11:23 AM Premio Inc.

PAGE 1

Income Statement FOR THE MONTH ENDING 03/31/96

CURR. PERIOD RATIO: NET REVENUE YTD RATIO NET REVENUE	THIS MONTH	RATIO	12 Months	RATIO
INCONE				
Sales - Credit Card	5,349.87	100.0	21,532.48	100.0
Net Sales	5,349.87	100.0	21,532.48	100.0
COST OF GOODS SOLD				
Cost - Credit Card	172.79	3.2	172.79	0.6
Total Cost of Goods Sold	172.79	3.2	172.79	0.8
Gross Profit	5,177.08	96.8	21,359.69	99.2
EXPENSES				
Salaries	8,400.00	157.0	46,777.50	217.2
Payroll Taxes	726.76		4,915.56	
Advertising	600.00		5,600.00	26.0
Rental	268.00	5.0	388.60	
Bank Service Charges	1.00-		172.46	0.8
Dues & Subscriptions	0.00	0.0	6,000.00	27.9
Conference fees	10.00	0.2	10.00	0.0
Entertainment	140.00	2.6	1,214.49	5.6
Gift	0.00		500.00	2.3
Business Promotion	0.00		84,085.44	
Medical Insurance	453.45		453.45	
Miscellaneous Expense	0.00		10.00	0.0
Office Expense Office Supplies	207.62 0.00	3.9	4,968.23 4,552.31	23.1
Postage	0.00	0.0	4,552.31	
Consulting	3,011.89 10,065.14	188.1	73,744.06	
Legal & Acctg	3,375.00-	62 1-	2,537.31	
Repairs & Maintenance	0.00		1,207.79	
Taxes - Other	0.00		800.00	
Telephone	1,401.22		2,752.92	
Travel	0.00	0.0	8,183.56	
Transportation	12.00	0.2	1,459.40	6.8
Total Expenses	21,920.08	409.7	255,323.15	OVERFLOW
Net Operating Income	16,743.00-	313.0-	233,963.46-0	OVERFLOW

OTHER INCOME

Shinichi Tamagami - CEO



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7-23-87 :10:53AM :

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RUN DATE: 07/23/97

Premio Inc.

PAGE

2

RUN TIMB: 12:03 PM

Balance Sheet AS OF 03/31/97 EXCLUSION DATE 03/31/97

STOCKHOLDERS EQUITY

Common Stock

200,000.00

Paid in Capital Retained Barnings 200,000.00

233,689.79-

Current Barnings

282,072.87-

Total Equity

115,762.66-

57,827.23

Total Liab. & Equity

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RUN DATE: 07/23/97 RUN TIME: 12:03 PM Premio Inc.

PAGE

1

Balance Sheet AS OF 03/31/97 EXCLUSION DATE 03/31/97

ASSETS

CURRENT ASSETS

Cash 9,650.74
Accounts Receivable 0.00
Receivable - Travellers 21,335.03
Due from affiliated 0.00
Due from Employees 2,941.74

Total Current Assets 33,927.51

FIXED ASSETS

Machinery & Equipment 18,807.40 Accumulated Depreciation 1,907.68-

Total Fixed Assets 16,899.72

OTHER ASSETS

Deposits 7,000.00

Total Other Assets 7,000.00

CAT OCHET WARE

Total Assets

57,827.23

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accounts Payable 74,391.29
Due to Affiliated 40,961.24
Sales Tax Payable 8,237.36

Total Current Liabilities 123,589.89

LONG TERM LIABILITIES

Loan from affiliated 50,000.00

Total Long Term. Limb. 50,000.00

Total Liabilities 173,589.89



RUN DATE: 08/04/98 Premio Inc. PAGE 1

RUN TIME: 2:17 PM

Income Statement FOR THE MONTH ENDING 03/31/98

CURR. PERIOD RATIO: NET REVENUE YTD RATIO NET REVENUE			12 MONTHS	RATIO
INCOME				
Sales	192,734.93	104.8	2,153,970.58	101.0
Sales Return	8,809.19-	4.B~	21,055.18-	1.0-
	183,925.74	100.0	2,132,915.40	100.0
COST OF GOODS SOLD	100 512 00	100 6	1 (54 (43 50	
Cost	199,513.00	108.5	1,654,643.70	77.6
Total Cost of Goods Sold	199,513.00		1,654,643.70	
Gross Profit	15,587.26-		478,271.70	22.4
EXPENSES				
Salaries	14 405 42	7 0	151 419 23	7 1
Payroll Taxes	14,405.42 1,076.35	0.6	151,419.33 13,058.82	0.6
Employee Benefits	0.00	0.0	50.00 8,340.52 15,022.31	0.0
Medical Insurance	3.516.52	1.9	8.340.52	0.4
Professional Service	1,000.00	0.5	15.022.31	0.7
Legal & Acctg	1,433,00	0.8	25,849.90	1.2
Legal & Acctg Consulting fees	49,511.24	26.9	25,849.90 156,226.26	7.3
Outside Service	0.00	0.0	3,037.00	0.1
Rent	0.00 5,024.33 -	2.7-	3,037.00 18,154.02 20,157.97 9,555.75	0.9
Office Expense	1,106.86 1,667.78 94.50 9,906.40 0.00 1,142.40 2,822.04	0.6	20,157.97	0.9
Postage	1,667.78	0.9	9,555.75	0.4
Repairs & Maintenance	94.50	0.1	1,092.37 10,196.97 540.33 25,477.42 9,889.72	0.1
Rental Equipment	9,906.40	5.4	10,196.97	0.5
Dues & Subscriptions	0.00	0.0	540.33	0.0
Telephone	1,142.40	0.6	25,477.42	1.2
Travel	2,822.04	1.5	9,889.72	0.5
Transportation	278.68	0.2	2,860.14 0.00	0.1
Promotion	8,344.19-	4.5~	0.00	0.0
Business Promotion	0.00 65 0.96	0.0	8,183.71 3,450.60	0.4
Entertainment	65 0.96	0.4	3,450.60	0.2
Depreciation	5,518.00	3.0	5,518.00	0.3
Taxes - Other	0.00	0.0	1,072.86	0.1
Insurance	0.00	0.0	954.00	0.0
Licence Pees	47.00	0.0	10,316.25	0.5
Bad Debts	38,942.65	21.2	38,942.65	1.8
Bank Charges	3,008.84	1.6	5,518.00 1,072.86 954.00 10,316.25 38,942.65 26,349.90	1.2
Total Expenses	122,760.12			

Shinichi Tamagami - CEO

- Season

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Premio Inc.

Income Statement FOR THE MONTH ENDING 03/31/98

CURR. PERIOD RATIO: NET REVENUE YTD RATIO : NET REVENUE THIS MONTH RATIO 12 MONTHS RATIO 138,347.38- 75.2- 87,445.10- 4.1 Net Operating Income OTHER INCOME Interest Income 468.75 0.3 5,**338**.73 0.3 -----468.75 0.3 5,338.73 0.3 Total Other Income OTHER EXPENSES 0.00 0.0 1,316.00 0.1 Interest Expense 0.0 Total Other Expenses 0.00 1.316.00 Income Before Taxes 137,878.63- 75.0-83,422.37- 3.9-Net Income 137,878.63- 75.0- 83,422.37- 3.9-

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2

RUN DATE: 08/04/98

Premio Inc.

PACE

RUN TIME: 2:16 PM

Balance Sheet AS OF 03/31/98

STOCKHOLDERS EQUITY

Common Stock

Paid in Capital

Retained Earnings Current Earnings 200,000.00

200,000.00

517,850.58-83,422.37-

Total Equity

201,272.95~

Total Liab. & Equity

297,254.27

SENT BY:

8- 4-98 ;12:56PM ; PRESTIGE PHIN: ERIC

RUN DATE: 08/04/98

Premio Inc.

PAGE 1

:# 1/ 4

RUN TIME: 2:16 PM

Balance Sheet AS OF 03/31/98

ASSETS

CURRENT ASSETS

44,811.17 Cash Accounts Receivable 20,717.37 Receivable - Travellers 200,562.79 Others Receivable 0.00 Due from Employees 0.00

> Total Current Assets 266,091.33

FIXED ASSETS

Machinery & Equipment 22,784.62 Accumulated Depreciation 15,621.68-

Total Fixed Assets 7,162.94

OTHER ASSETS

Deposit 24,000.00

Total Other Assets 24,00 .00

Total Assets 297,254.27 -----

LIABILITIES & BOUITY

CURRENT LIABILITIES

Accounts Payable 241,118.94 216,447.04 Others Payable

Total Current Liabilities 457,565.98

LONG TERM LIABILITIES

Loan from affiliated 40,961.24

Total Long Term, Liab. 40,961.24

Total Liabilities 428,527.22

ATTACHMENT IV

COMPANY BACKGROUND AND MANAGEMENT RESUMES

PREMIO, INC.

COMPANY BACKGROUND AND MANAGEMENT RESUMES

PREMIO, Inc. was formed in 1995 to offer commercial credit card services to foreign expatriate communities residing within the United States. Currently, PREMIO-branded credit cards are targeted to Japanese expatriates and Japanese citizens temporarily residing in the United States for business reasons. PREMIO issues its domestic (US Dollar) credit cards with billing and customer services provided in the customer's native language. Most customers are individuals who are unable to secure a personal credit card due to lack of a U.S. credit history or citizenship.

In conjunction with its card services, PREMIO offers its Japanese customers various products and services targeted to meet their special needs. During 1995, PREMIO began offering long distance services to its customer base. The initial offering consisted of a co-bra...ded travel card with service provided through other carriers.

PREMIO has now expanded its services to include presubscribed direct dial and directory assistance, primarily for international calling. With this expansion, PREMIO will offer service as a long distance reseller. As a switchless reseller, PREMIO relies on the technical reputation, ability and support of Worldcom, its underlying carrier for management of its long distance network

The expertise of PREMIO's underlying carrier is augmented by the company's own in-house management team. This team is well qualified to oversee the operations of a resale organization with extensive experience in customer service and multilingual operations. The following brief resumes are provided for PREMIO's key management personnel:

Mr. Shinichi Tamagami, President and CEO

In 1986, Mr. Tamagami founded Prestige International, Inc., a global customer service company headquartered in Japan. Prestige International, Inc. is the parent company of PREMIO, Inc. holding 70% of PREMIO shares. Since that time, Mr. Tamagami has been responsible for everseeing Prestige's growth and operations including the opening of 17 offices located in 12 different countries Prestige International currently provides customer service support to major Japanese and American credit card, insurance and catalog sales companies.

During his tenure at Prestage International, Mr. Tamagami used his knowledge of the customer service industry to co-found PREMIO, Inc and insure that PREMIO provides its customers with the highest in quality care. Prior to 1986, Mr. Tamagami work in the travel industry in Los Angeles, California. His educational background includes a Bachelor of Mechanical Engineering from the Kobe Institute of Technology.

Mr. Hideo Kurashima, Executive Vice President and Secretary

Mr. Kurashima is one of the co-founders of PREMIO, Inc. and brings extensive financial and economic expertise to the PREMIO team. In addition to his other responsibilities at PREMIO, Mr. Kurashima is the company's primary point of contact with its underlying carrier for contract negotiations, technical issues and escalation of customer troubles or service inquires.

Prior to 1995, Mr. Kurashima was employed by JAFCO American Ventures, Inc. (New York) and Japan Associated Finance Co. Lt. His financial and managerial background includes a Bachelor of Economics from the Hitotsubashi University of Japan.

Mr. Eric Peterson, Vice President

Mr. Peterson is also a co-founder of PREMIO, Inc. Prior to joining PREM*O, he was employed by Prestige International from 1991 to 1995 where he was responsible for establishing the company's multi-lingual customer service operation. Mr. Peterson holds a Bachelor of Arts from University of Michigan, Ann Arbor.

Mr. Peterson took an eighteen month leave of absence from PREMIO beginning in July 1996 to pursue personal interests but continued to provide his skills to the company as an independent consultant. In February 1998, Mr. Peterson returned to PREMIO full time as Vice President in charge of the its telecommunications resale operation. Mr. Peterson is responsible for directing day to day operations and insuring PREMIO's compliance with its regulatory obligations.





DEPOSIT

DATE

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AUG 2 6 1998

August 25, 1998 Via Overnight

210 N. Park Ave.

Winter Park, FL

32789

Florida Public Service Commission Division of Communication

2540 Shumard Oak Boulevard

Gerald L. Guinter Building, Room 270

Tallahassee, FL 32399-0850

981077-TI

PO Drawer 200 Winter Park, FL

32790-0200

RE:

Initial Application and Tariff of PREMIO, Inc. for Authority to Provide

Interexchange Telecommunications Services within the State of Florida.

Tel 407-740-8575

Fax. 407-740-0613

tmi@tminc.com

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of PREMIO, Inc. Also enclosed is a check in the amount of \$250, to cover the filing fee.

Please acknowledge receipt of this filing by returning, fil d stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose. I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely.

Hal Stringer

Consultant to PREMIO, Inc.

1076

PREMIO INC. 555 CALIFORNIA ST., STE. 3450 SAN FRANCISCO, CA. 94104

Aug.5.98

11-36957 1210

TO THE

Florida Public Service Commission

\$ 250.00

Two Hundred Fifty Just

DOLLARS TE

MANUFACTURERS BANK
Doi California 8T
AN VRANCIBCO, CA 14164

7. Cot.

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