

APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to PARS with proof of deposit.

Initials of person who forwarded check:

LL

DOCUMENT NUMBER DATE

10697 SEP-7 88

FPSC-RECORDS/REPORTING



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

() **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

() **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

(x) **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):

Original Authority (New company).

Approval of Transfer (To another certificated company).

Approval of Assignment of existing certificate (To an uncertificated company).

Approval for transfer of control (To another certificated company).

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

USA Digital Communications, Inc.

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

USA Digital Communications, Inc.

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

3233 NW 63rd
Oklahoma City, Oklahoma 73116



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

Business Filings Incorporated, Inc.
1186 Ocean Shore Blvd.
Ormond Beach, FL 32176

7. Structure of organization; check which applies.

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

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

N/A

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

- (b) Indicate if the individual or any of the partners have previously

been:

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

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with 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: F 99000003233

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

Business Filings, Inc.
1186 Ocean Shore Blvd.
Suite 195
Ormond Beach, FL 32176

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. Not applicable

Fictitious name registration number: _____

- (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.

(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 company, give reason why not.

No.



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

(a) The application;

Louis M. Green, Attorney at Law
3555 NW 58th, Suite 510
Oklahoma City, OK 73112
405-942-8292

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

Jake Tullius
3233 NW 63rd
Oklahoma City, OK 73116
405-842-7744

(c) Tariff;

Louis M. Green (see above)

(d) Complaints/Inquiries from customers;

Jake Tullius (see above)

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None

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

Oklahoma, California, Georgia, Illinois

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

Ohio



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

None.

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

None.

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

None.

12. What services will the applicant offer to other certificated telephone companies: Check which applies.

- Facilities. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

None at this time.

13. Do you have a marketing program?

Yes. The Applicant will primarily sell telecommunications products to businesses with high volume T-1 installations.

14. Will your marketing program:

- Pay commissions? No.
 Offer sales franchises? No.
 Offer multi-level sales incentives? No.
 Offer other sales incentives? No.



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

None.

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input type="checkbox"/> Hotels & motels. | <input type="checkbox"/> Hotel & motel guests. |
| <input type="checkbox"/> Universities. | <input type="checkbox"/> Univ. dormitory residents. |
| <input type="checkbox"/> Other: (specify)_____. | |

17. Please provide the following (if applicable):

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

Yes. Customers will be billed by a company called Telemetrix
363-464-7699
Customers will be billed either by CD ROM or via the Internet.

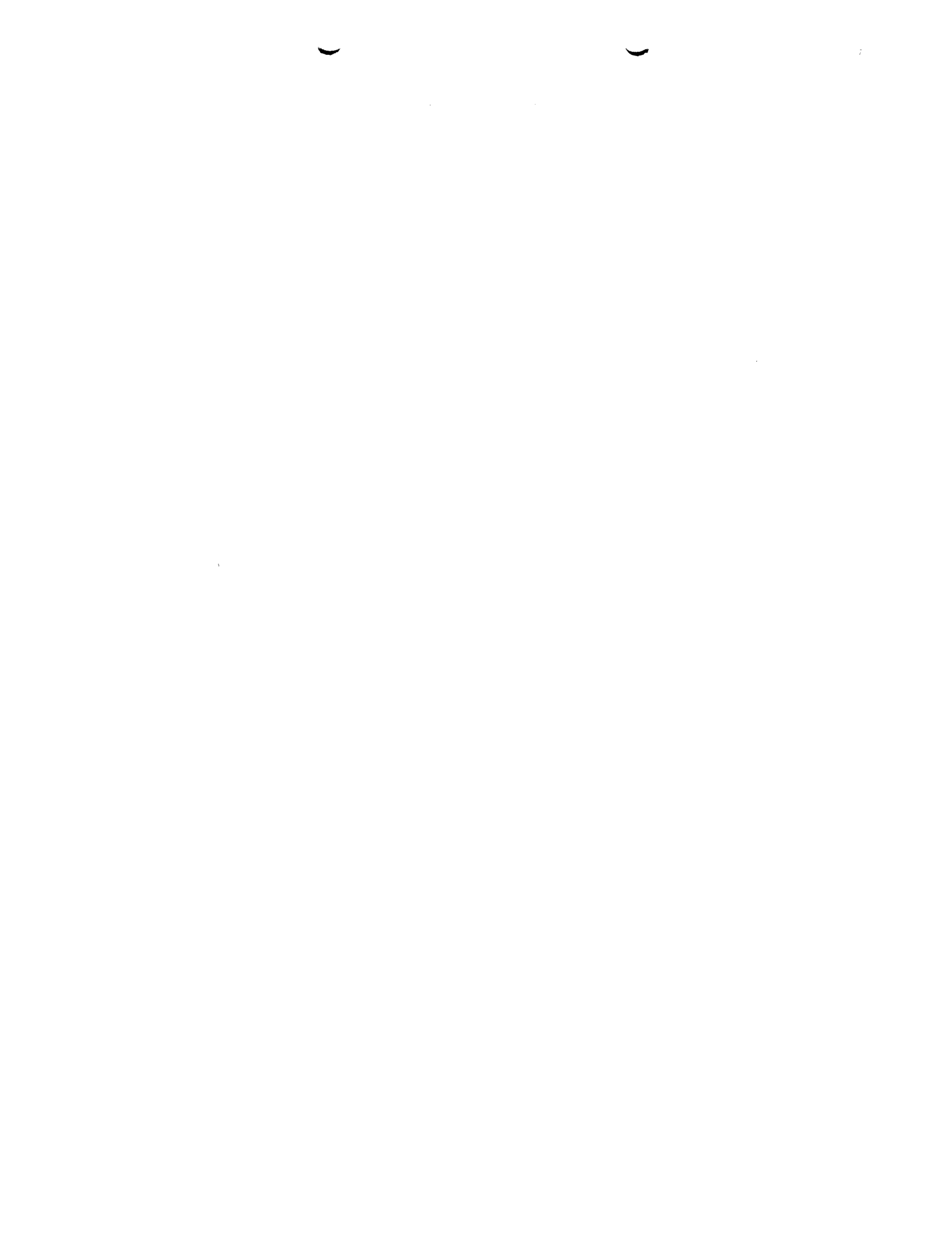
(b) Name and address of the firm who will bill for your service.

Telemetrix
4 King Street W
Suite 1400
Toronto, Ontario, M5H1B6
Canada

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

A. Financial capability.

Please see attached. USA Digital is a start up company with sufficient resources to operate as a reseller of telecommunications products that is actively pursuing certifications around the country. USA Digital is attaching a copy of a letter from its bank showing it has sufficient assets to operate in business.



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.

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.

C. Technical capability.

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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).

Please see attached.

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

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- Travel Service**
- Method of access is 950
- Method of access is 800

- 900 service**

- Operator Services**
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.

- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

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

State of Florida



Department of State

I certify from the records of this office that USA DIGITAL COMMUNICATIONS, INC., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on June 22, 1999.

The document number of this corporation is F99000003233.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 599A00033292-062299-F99000003233-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of June, 1999

Authentication Code: 599A00033292-062299-F99000003233-1/1



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



USA DIGITAL COMMUNICATIONS, INC.

CASE NO.

Issued: _____
(Date Filed)

Effective: _____
(Date Offered)

Issued under authority of order of the Florida Public Service Commission, dated _____, in Case No. _____.

ISSUED BY:
Mark Costello, President
USA Digital Communications, Inc.
3233 N.W. 63rd
Oklahoma City, OK 73112

Case No.

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CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	23	Original
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12	Original		
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16	Original		
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18	Original		
19	Original		
20	Original		
21	Original		
22	Original		

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such check sheet shall include an (*) beside the applicable page number and the caption "Revision No. ___."

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SYMBOLS

(AT)	means addition to text.
(C)	means correction.
(CP)	means change in practice.
(CR)	means change in rate.
(CT)	means change in text.
(DR)	means discontinued rate.
(FC)	means a change in format lettering or numbering.
(MT)	means moved text.
(NR)	means new rate.
(RT)	means removal of text.

In addition to symbols for changes, each provision of rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised page 4.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision.

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Florida. Only those services, terms and conditions and rates and charges approved by the Florida Public Service Commission and contained in this tariff may be provided to Customers within the States. Filed tariffs are binding upon the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Florida Public Service Commission and the Company's principal place of business:

USA DIGITAL COMMUNICATIONS, INC.
3233 NW 63rd
Oklahoma City, Oklahoma 73116

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (800) 364-5518

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SECTION 1.

TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Commission" means the Florida Public Service Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Customer" means any person, partnership, cooperative corporation, limited liability company, corporation, or lawful entity provided service from an entity reselling intrastate telecommunications services.

"Customer trouble report" means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the Company.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Exchange" means a geographic area established and approved by the Commission for the administration of local telephone service in a specified area which usually embraced a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Holidays" means the holidays designated whether by the Commission or by the Company as a legally recognized holiday, which will be rated at the lower night/weekend rates.

"IXC" means interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Florida.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the State of Florida regardless of which call crossed LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Florida, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means a local exchange company which is a company authorized by the Commission to provide local exchange service within the State of Florida.

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"LEC" means a local exchange company which is a company authorized to provide local exchange service in Florida.

"Florida Public Service Commission ("GPSC" or "Commission") means the regulatory body authorized by the Constitution of the State of Florida and the law of the State of Florida promulgated by and enacted by the Governor of Florida, which regulated certain public utilities.

"Point of Presence ("POP") means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

"Reseller" means a Company offered telecommunications services to the public through the use of the facilities of an underlying carrier or a combination of its own facilities and the facilities of an underlying carrier for resale to the public for profit. A Customer who offers the service(s) it obtains from a Reseller to the public for profit shall also be deemed a reseller.

"Service" means service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by a Reseller in the provision of regulated offerings to their Customers.

"Telecommunications service" means service provided by the Company including voice, data, and all of the types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

"Underlying Carrier" means the provider of telecommunications services whose network is being utilized and receives the Customer's telecommunications traffic.

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2.1 - UNDERTAKING OF THE COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Florida under the terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of the Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 - LIMITATIONS

- 2.2.1 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.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Florida.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

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- A. The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any transfer; and,
 - B. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
 - C. Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

- 2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.
- 2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such services(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with the use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Florida, or the Customer has become an approved agent of the Company.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.

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- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's services may be denied for nonpayment of charges or for other violations of the tariff.

2.5 - LIABILITIES OF THE COMPANY

- 2.5.1 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(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damages), for any interruption, or defect in any service, facility or transmission provided under this tariff, if caused by an person or entity other than the Company, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with the proper evidence, is submitted within (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.6 - DEPOSITS AND INTEREST

The Company does not intend to require a deposit of its customers.

2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Billing to Customers will be scheduled monthly either by mail on CD ROM or via the Internet. Usage charges are billed in arrears. Recurring fixed charges are billed monthly in advance. A bill will be considered rendered to the Customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.
- 2.7.2 The Customer is responsible for all charges including all calls places from the Customer's location or by use of the Customer's authorization code(s).

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- 2.7.3 Payment is due by the 14th day following the date of the postmark on the envelope containing the invoice.
- 2.7.4 A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- 2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 364-5518. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Florida Public Service Commission
Division of Administration
Tallahassee, Florida 32399-0850
(850) 413-6251

2.8 - (RESERVED FOR FUTURE USE)

2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

- 2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 - EQUIPMENT

- 2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the

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generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.11 - INSTALLATION AND TERMINATION

- 2.11.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.12 - PAYMENT FOR SERVICE

- 2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

- 2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.13 - RETURNED CHECK CHARGE

- 2.13.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00. At the option of the Company, the returned check charge may be waived, because of extenuating circumstances (*i.e.* bank error).

2.14 - CANCELLATION OF SERVICE BY CUSTOMER

- 2.14.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.15 - INTEREXCHANGE INTERCONNECTION FOR RESALE

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

2.16 - DENIAL OR TERMINATION OF SERVICE

- 2.16.1 Service may be refused or terminated for any of the following reasons:
- (a) Nonpayment of a bill within the period prescribed in the Company's tariff.
 - (b) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 - (c) Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

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- 2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 - DISCONNECTION AND NOTICE

- 2.17.1 When service to a Customer is to be disconnected for nonpayment of a bill for services, the Company shall give at least seven (7) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address.
- 2.17.2 Notices to the Customer shall contain the following information:
- (a) Name, address, and telephone number of Customer.
 - (b) Statement of reason for proposed discontinuance of service.
 - (c) The date on or after which service will be discontinued unless appropriate action is taken.
 - (d) The telephone number of the Company where the Customer may make an inquiry.
 - (e) Charges for reconnection.
 - (f) The address and telephone number of the Commission's Consumer Services Division.
- 2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.18 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.18.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.19 - INSPECTION, TESTING AND ADJUSTMENT

- 2.19.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Reseller shall be made available to the Underlying Carrier or the Reseller for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Reseller for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.20 - CUSTOMER SERVICE

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2.20.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

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3.3 Sixteen Mile Toll Free Calling	18
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3.1 - GENERAL

- 3.1.1 Rates and timing of calls may vary by product time, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2 - TIMING OF CALLS

- 3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:
- (A) Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
 - (B) Chargeable time for calls ends when one of the parties disconnects from the call.
 - (C) Minimum call duration periods for billing purposes vary by service option.
 - (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
 - (E) The Company will not 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.

3.3 - CALCULATION OF DISTANCE ("V&H")

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

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Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

$$\text{Mileage} = \frac{\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2}}{10}$$

- 3.3.1 Customers will receive toll free calling where the central offices serving such telephones are within 16 miles of each other.

3.4 - TIME OF DAY RATE PERIODS

- 3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00PM*	EVENING RATE PERIOD (NON-DAY)						EVE
11:00 PM TO 8:00 PM*	NIGHT/WEEKEND RATE PERIOD (NON-DAY)						

*Up to, but not including.

- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 - HOLIDAYS AND RATES

- 3.5.1 The Company may designate certain holidays on which rates may be lower.
- 3.5.2 Company-recognized holidays are presented in Section 4, Page 26.

3.6 - PROMOTIONAL OFFERINGS

- 3.6.1 The Company may from time to time engage in promotional trial service offerings of limited duration, not to exceed ninety (90) days, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in

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this tariff will apply to the Company's promotional service offerings. The Company will notify the Florida Public Service Commission by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, thirty (30) days in advance, for approval of promotional service offerings.

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SECTION 4

COMPANY SPECIFIC INFORMATION

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4.3 Holidays.....	22
4.4 Company Specific Customer Service	22

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08/11/11

4.1 GENERAL (Reserved)**4.2 SERVICES PROVIDED****4.2.1 Switched Access, Feature Group D, One-Plus/Casual Access.**

USA Digital Communications, Inc. will provide common shared access switched service, hereinafter referred to as Message Toll Service or MTS, outbound Wide Area Telephone Service (WATS), Inbound 800/888 Service, and Directory Assistance.

USA Digital Communications Inc.'s 1+ InterLATA service will be provided through a pre-subscribed carrier. A Customer will be able to access USA Digital Communications, Inc.'s network either by providing USA Digital Communications, Inc. a letter of agency permitting USA Digital Communications, Inc. to become the Customer's primary carrier, or by dialing a 10XXX or some other equivalent carrier access code.

USA Digital Communications, Inc.'s 1+ IntraLATA traffic will be provided through 10XXX or some other equivalent carrier access code.

4.2.2 Switched Access, 800/888 In-bound Service.

800/888 service is the furnishing of dial-type inter/intrastate telecommunications originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL).

800/888 service permits a user to place either InterLATA or IntraLATA long distance calls to a USA Digital Communications, Inc. Customer with the cost of the phone call borne by the Customer. The Customer is charged a flat rate per minute and a waivable monthly fee for long distance service, per 800/888 line.

800/888 service is provided for use by the customer and may be used by others when so authorized by the customer, provided that such usage is subject to the provisions of this tariff.

800/888 service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the acceptance of an 800/888 service call in response to an uncompleted Message Telecommunications Service (MTS) call placed to send information and avoid the MTS charge, and the obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain 800/888 service through any fraudulent means with intent of avoiding payment of the regular charges for such service.

800/888 numbers can be reserved by USA DIGITAL COMMUNICATIONS, INC. through its 800/888 service provider via SMBS Bell Core. Conditions of reservations are subject to FCC and Bell Core rules and regulations regarding 800/888 reservations.

4.2.3 Travel Card 800 Access Service.

Travel Card Service is a special travel feature whereby a customer can access the network via an 800 number (provided by Carrier) from any touch-tone phone, anywhere in the continental United States.

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4.3 Holidays.

USA Digital Communications, Inc.'s recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

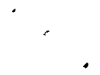
4.4 Company Specific Customer Service

Front line customer service for USA Digital Communications, Inc. customers will be provided by the company's underlying carrier, but customers with questions about their service or billing may also contact USA Digital directly for assistance.

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10/10/10

10/10/10

SECTION 5**DESCRIPTION OF RATES AND CHARGES****Original Rates:**

Abbreviations: D = Day; E = Evening; N= Night; W = Weekend; # min. = Number of Minutes; Applic. = Applicable

Timing: Day Rates are from 8:00 A.M. up to but not including 5:00 P.M. Monday through Friday; Evening Rates are from 5:00 P.M. up to but not including 11:00 P.M. Sunday through Friday; Night Rates are from 11:00 P.M. through up to but not including 8:00 A.M. Sunday through Thursday; Weekend Rates are from 11:00 P.M. Friday Night up to but not including 5:00 P.M. Sunday; Holiday Rates are the same as Night Rates.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.

<u>Code</u>	<u>Product</u>	<u>Time</u>	<u>Billing Increments</u>	<u>Inter/ Intra LATA</u>	<u>Applicable Rate Per Minute</u>
FL1	1+ Dedicated	D/E/N/W	6s x 6s	Inter	\$0.036
FL2	1+ Dedicated	D/E/N/W	6s x 6s	Inter	\$0.039
FL3	1+ Dedicated	D/E/N/W	6s x 6s	Inter	\$0.045
FL4	1+ Dedicated	D/E/N/W	6s x 6s	Inter	\$0.049
FL5	1+ Dedicated	D/E/N/W	6s x 6s	Inter	\$0.055
FL6	1+ Dedicated	D/E/N/W	6s x 6s	Intra	\$0.079
FL7	1+ Dedicated	D/E/N/W	6s x 6s	Intra	\$0.069
FL8	800	D/E/N/W	6s x 6s	Inter (Inbound/Outbound)	\$0.036
FL9	800	D/E/N/W	6s x 6s	Inter (Inbound/Outbound)	\$0.039
FL10	800	D/E/N/W	6s x 6s	Inter (Inbound/Outbound)	\$0.045
FL11	800	D/E/N/W	6s x 6s	Inter (Inbound/Outbound)	\$0.049
FL12	800	D/E/N/W	6s x 6s	Inter (Inbound/Outbound)	\$0.055
FL13	800	D/E/N/W	6s x 6s	Intra (Inbound/Outbound)	\$0.079
FL14	800	D/E/N/W	6s x 6s	Intra (Inbound/Outbound)	\$0.069
FL15	1+ Switched	D/E/N/W	6s x 6s	Inter	\$0.069
FL16	1+ Switched	D/E/N/W	6s x 6s	Intra	\$0.069
FL17	1+ Switched	D/E/N/W	6s x 6s	Intra	\$0.069
FL18	1+ Switched	D/E/N/W	6s x 6s	Intra	\$0.079
FL19	1+ Switched	D/E/N/W	6s x 6s	Intra	\$0.069
FL20	Travel	D/E/N/W	6s x 6s	Both	\$0.20

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USA DIGITAL COMMUNICATION'S TECHNICAL AND MANAGERIAL RESOURCES

Mark Costello

Mr. Costello has been in the telecommunications industry for 17 years and currently serves as President of Amcat, a predictive dialer provider. He has extensive expertise in management and marketing, as well as installation of his systems, working directly with long distance carriers and local exchange carriers.

Richard Costello

Mr. Costello has been in the telecommunications industry for 22 years and currently serves as CEO of Amcat, a predictive dialer provider. He has extensive technical expertise, working directly with vendors, local exchange carriers, and long distance carriers, in both the installation and customer service of his systems.

Todd Catania

Mr. Catania has been in the telecommunication industry for 12 years, dealing specifically in the marketing of Amcat systems and local and long distance. He also has an extensive background in sales management and customer service

Jake Tullius

Mr. Tullius has been in the telecommunications industry for 7 years, dealing specifically in long distance sales, provisioning, rate structure, and customer service. He has additional expertise in installation of dedicated services and billing functions.



**USA DIGITAL COMMUNICATIONS – FINANCIAL ABILITY TO CONDUCT
BUSINESS**





August 4, 1999

USA Digital Communications, Inc.
3233 N W 63rd Street.
Oklahoma City, OK 73116-3709

To whom it may concern,

The balance of the account of USA Digital Communication, Inc. on July 31, 1999, held with First Fidelity Bank NA, was \$188,294.62.

If additional information should be needed a written request, signed by one of USA Digital Communications officers could be submitted to: First Fidelity Bank, P O Box 32282 Oklahoma City, OK 73123.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Leslie Vashler'.

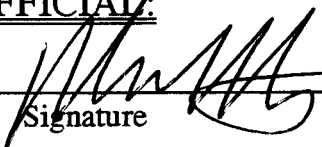
Leslie Vashler
Market Manager



**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. **Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".**

UTILITY OFFICIAL:



Signature

9/4/99

Date

President
Title

405-842-7744
Telephone No.



**** APPENDIX A ****

N/A

CERTIFICATE TRANSFER STATEMENT

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

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.



1

2

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4

**** APPENDIX C ****

INTRASTATE NETWORK

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

N/A 1) 2)
3) 4)

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

N/A 1) 2)
3) 4)

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

N/A

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)		
2)		



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**** 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 ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
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.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.



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

DAYTONA BEACH: New Smyrna Beach.

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

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

ST. PETERSBURG: Clearwater.

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

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

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

TITUSVILLE: Cocoa and Cocoa Beach.

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

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

SARASOTA: Bradenton, Myakka and Venice.

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FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine



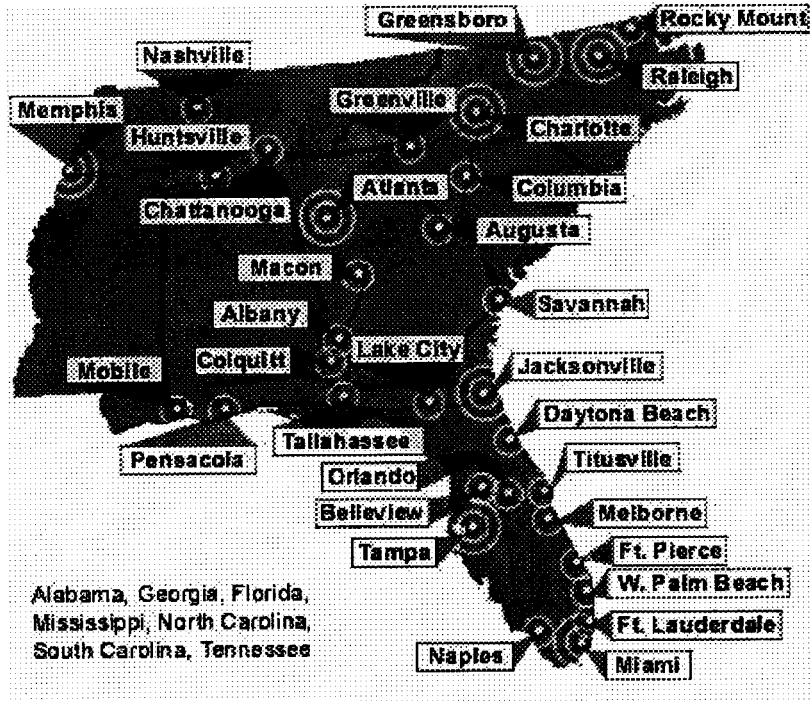
Qwest

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- Lit Fiber
- - - Under Construction

Main Maps:

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US Regional Maps

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Contact the Webmaster

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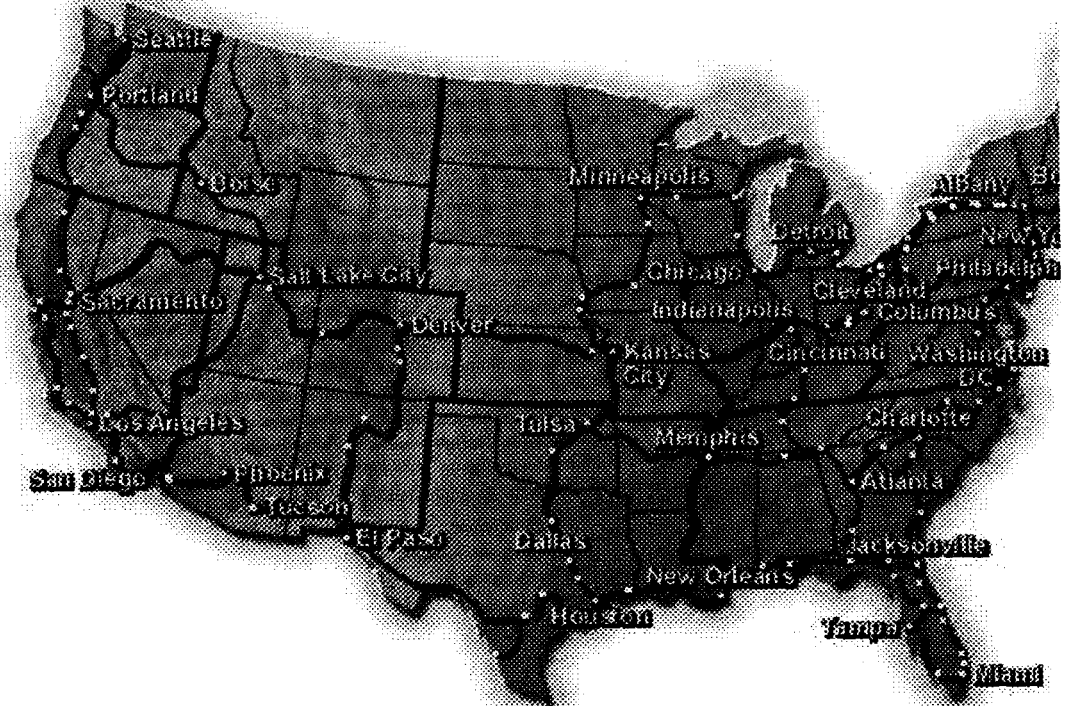
Business

Consumer

Network Maps:

 **LR Fiber**

 **Under Construction** *Click on any region to zoom in...*



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DEPOSIT DATE

2. This is an application for (check one):

D 1 9 8

SEP 0 1999

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To an uncertificated company).
- Approval for transfer of control (To another certificated company).

991325-TI

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

USA Digital Communications, Inc.

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

USA Digital Communications, Inc.

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

3233 NW 63rd
Oklahoma City, Oklahoma 73116

USA DIGITAL COMMUNICATIONS, INC.

1007

1-888-872-3787
1603 SE 19TH STREET SUITE 114
EDMOND, OK 73013

39-269/1030

DATE Sept 3, 1999

PAY TO THE ORDER OF Florida Public Service Commission

\$ 250⁰⁰

Two Hundred fifty & ⁰⁰/₁₀₀

DOLLARS  Security Features included. Details on back.



P.O. Box 32282
Oklahoma City, Oklahoma 73113-0482
(405) 416-2222

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V.L. Costello

FOR Cert.

⑈001007⑈

