

October 14, 1999 Overnight Delivery

210 N. Park Ave. Winter Park, FL 32789 Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard Tallahassee, Florida 32399-0850

DEPOSIT
D2 03 **

00T 1 5 1993

DATE

991608-TI

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

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com RE: Application and Initial Tariff of PromiseVision Technology, Inc. for

Authority to Provide Interexchange Telecommunications Services within the

State of Florida.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of PromiseVision Technology, Inc.

Also enclosed is a Technologies Management, Inc. 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.

Any questions you may have regarding this application may be addressed to me at the above address, or by calling (407) 740-8575. Thank you for your assistance.

Sincerely,

Consultant to

PromiseVision Technology, Inc.

TMF/ks

cc:

Sandi McClure, PromiseVision

file:

Promise - FL

tms:

FLi9900

DOCUMENT NUMBER-DATE

12645 OCT 158



DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

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 transferee (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 Tallahassee, 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 Tallahassee, Florida 32399-0850 (904) 413-6251

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

PromiseVision Technology, Inc.

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

Not Applicable

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

PromiseVision Technology, Inc.

12211 N. Pennsylvania

Oklahoma City, OK 73120

Telephone: (405) 330-1070 Facsimile: (405) 341-1365 Toll Free: (800) 494-1580

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

See #5 Above

- 7. Structure of organization:
 - () Individual (X) 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.

Not applicable.

- (a) Provide proof of compliance with the foreign 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.
 - 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:

F99000004657

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

CT Corporation System 1200 South Pine Island Road Plantation, FL 33324 (305) 473-5503

(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 the 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 haison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application:

Thomas M. Forte

Consultant to PromiseVision Technology, 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:

Brad Treptor

PromiseVision Technology, Inc.

12211 N. Pennsylvania

Oklahoma City, OK 73120

Telephone: (405) 330-1070 Facsimile: (405) 34191365 Toll Free: (800) 494-1580

(c) <u>Tariff:</u>

Thomas M. Forte

Consultant to PromiseVision Technology, Inc.

Technologies Management, Inc.

P.O. Drawer 200

Winter Park, FL 32790-0200

Telephone: (407) 740-8575 Facsimile: (407) 740-0613

(d) <u>Complaints/Inquiries from customers:</u>

Customer Service Manager

PromiseVision Technology, Inc.

12211 N. Pennsylvania

Oklahoma City, OK 73120

Telephone: (405) 330-1070 Facsimile: (405) 34191365 Toll Free: (800) 494-1580

11.	List	List the states in which the applicant:				
	(a)	Has operated as an interexcha	inge carrie	er.		
	(b)	Has applications pending to b PromiseVision will be filing ap		ted as an interexchange carrier. nationwide during late 1999.		
	(c)	Is certificated to operate as an	ı interexch	ange carrier.		
		None.				
	(d)	Has been denied authority to circumstances involved.	o operate	as an interexchange carrier and the		
		None				
	(e)	Has had regulatory penalties statutes and the circumstance	-	for violations of telecommunications		
		None				
	(f)	Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved.				
		None				
12.	Wha	What services will the applicant offer to other certified telephone companies:				
	()	Facilities Billing and Collection Maintenance	()	Operators Sales		
	() (X)	Other:		None anticipated at this time		
13.	Do yo	Do you have a marketing program?				
	No					
14.	Will	Will your marketing program:				
	Not A	Not Applicable				
	() () ()	Pay commissions? Offer sales franchises? Offer multi-level sales incentive Offer other sales incentives?	es?			

15.	Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).					
	N/A					
16.	Who	Who will receive the bills for your service (check all that apply)?				
	(X)	Residential customers	(X)	Business customers		
	()	PATS providers	()	PATS station end-users		
	Ó	Hotels & motels	Ö	Hotel & motel guests		

Please provide the following (if applicable): 17.

Universities

()

()

(X)

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

()

Univ. dormitory residents

Yes, PromiseVision's name will appear on the bill.

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

Other:(specify): Anyone who uses the Company's service

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type.

18. Please provide all available 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.

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.

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.

The agapty)	pplicant will provide the following interexchange carrier services (Check all that
<u>X</u>	MTS with distance sensitive per minute rates
<u> </u>	Method of access is FGA
_	Method of access is FGB
	X Method of access is FGD
	Method of access is 1 GD 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 PGD Method of access is 800
v	-
<u>X</u>	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
••	X Method of access is 800
<u>X</u>	MTS for pay telephone service providers.
_	Block of time calling plan (Reach Out Florida,
	Ring America, etc.)
<u>X</u>	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.)
<u>X</u>	Travel service
	Method of access is 950
	X Method of access is 800
_	900 service
_	Operator Services
	Available to presubscribed customers
	Available to non presubscribed customers (for example, patrons of hotels,
	students in universities, patients in hospitals.)
	Available to inmates
	Services included are:
	Station assistance
	Person to person assistance
	Directory assistance
	Operator verify and interrupt
	Conference calling

20.

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

The Customer will dial 1+ the area code, if applicable, plus the terminating telephone number for direct dial services. Customers utilizing a calling card will dial a toll free access number plus, a PIN number then the terminating telephone number, including area code if applicable.

22. Other:

** APPLICANT ACKNOWLEDGMENT STATEMENT **

407 740 7742;

- 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross 2. receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and 3. interstate revenues.
- APPLICATION FEE: 4. 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. 735.083".

Arlen L. Best, President

Signature

(405) 330-1070

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, (TYPE NAME)		,
(TITLE)		ME OF COMPANY)
		and current holder of
certificate numberin the petitioner's request for	, have reviewed or a transfer of the above-men	I this application and join tion certificate.
	Not Applicable.	
UTILITY OFFICIAL:	Signature	Date
	Title	

** APPENDIX B **

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):

- (X) The applicant will not collect deposits nor will it collect payments for service 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

Arlen L. Best, President

(405) 330-1070

** APPENDIX C **

INTRASTATE NETWORK

1.	POP: Addresses where located, and indicate if owned or leased.				
	1) None		2)		
	3)		4)		
2.	SWITCHES:	: Address whe	ere located, by type of	switch and indicate if owne	ed or leased.
	1) None		2)		
	3)		4)		
3. TRANSMISSION FACILITIES: POP-to-POP f (microwave, fiber copper, satellite, etc.) and indicate				f facilities	
	POP-to-POP	<u>TYPE</u>	<u>OWNERSHIP</u>		
	1) None				
	2)				
	3)				
4.	proposing to p	ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)			
	Statewide.				

5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not applicable.

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, fully describe the following:
 - (a) What services have been provided and when did these service begin?Not applicable.
 - (b) If the services are not currently offered, when were they discontinued?

 Not applicable.

UTILITY OFFICIAL:

Signature

Arlen L. Best, President

(405) 330-1070

** 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.

Crawfordville, Havana, Monticello, Panacea, TALLAHASSEE:

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: Cer

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.

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.

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

ATTACHMENT I AUTHORITY TO OPERATE IN FLORIDA



September 9, 1999

C T CORPORATION SYSTEM
TALLAHASSEE, FL

Qualification documents for PROMISEVISION TECHNOLOGY, INC. were filed on September 9, 1999 and assigned document number F99000004657. Please refer to this number whenever corresponding with this office.

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

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Letter Number: 499A00044644

Buck Kohr Corporate Specialist Division of Corporations ATTACHMENT II
PROPOSED TARIFF

TITLE SHEET

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

PromiseVision Technology, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by PromiseVision Technology, Inc. ("PromiseVision") within the State of Florida. PromiseVision's principal offices are located at 12211 N. Pennsylvania, Oklahoma City, OK 73120. This tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: October 15, 1999 Effective:

Issued by:

CHECK SHEET

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

PAGE	REVISION
1	Original *
2	Original *
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
9	Original *
10	Original *
11	Original *
12	Original *
13	Original *
14	Original *
15	Original *
16	Original *
17	Original *
18	Original *
19	Original *
20	Original *
21	Original *
22	Original *
23	Original *

Issued: October 15, 1999 Effective:

Issued by:

^{* -} indicates those pages includes with this filing

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.

Issued: October 15, 1999 Effective:

Issued by:

TARIFF FORMAT

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

Issued: October 15, 1999 Effective:

Issued by:

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Issued: October 15, 1999

Effective:

Issued by:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to an PromiseVision Technology, Inc. switching center or designated point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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

Commission - The Florida Public Service Commission.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

FPSC - Florida Public Service Commission.

Issued: October 15, 1999 Effective:

Issued by:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LEC - Local Exchange Company.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

PromiseVision - Used throughout this tariff to mean PromiseVision Technology, Inc.

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 is used for the purposed of rating calls.

Issued: October 15, 1999 Effective:

Issued by:



2.1 Undertaking of PromiseVision Technology, Inc.

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

PromiseVision installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. PromiseVision 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 PromiseVision network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

Issued: October 15, 1999 Effective:

Issued by:

2.2 Limitations

- **2.2.1** Service is offered in Equal Access areas only.
- 2.2.2 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.
- 2.2.3 PromiseVision 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.
- 2.2.4 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.
- 2.2.5 All facilities provided under this tariff are directly controlled by PromiseVision Technology, Inc. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

Issued: October 15, 1999

Effective:

Issued by:

2.4 Liabilities of the Company

- 2.4.1 PromiseVision'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 an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for 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 beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename 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.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued: October 15, 1999

Effective:

Issued by:

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customers whom the Company feels an advance payment is necessary, PromiseVision 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.

2.7 Taxes

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

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

Issued: October 15, 1999 Effective:

Issued by:

2.9 Installation and Termination

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

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by PromiseVision. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the FPSC. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by PromiseVision may be connected with the services or facilities of other carriers. Such service or facilities, if used, 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 PromiseVision's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued: October 15, 1999 Effective:

Issued by:



2.13 Refusal or Discontinuance by Company

PromiseVision may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements. (See Sections 2.5 and 2.6 of this Tariff for the Company's current Deposit and Advance Payment practices.)
- (d) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (f) For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer, except in extreme cases.
- Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

Issued: October 15, 1999 Effective:

Issued by:

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.13 Refusal or Discontinuance by Company (continued)

- (h) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (i) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his 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.
- (j) For failure of the Customer to make proper application for service.
- (k) For Customer's breach of the contract for service between the Company and the Customer.
- (I) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (m) For periods of inactivity over sixty (60) days.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

Issued: October 15, 1999 Effective:

Issued by:

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Tests, promotions, waivers, etc. will have specific starting and ending dates. Promotions will be filed as part of this tariff and no single promotion will run longer than ninety (90) days over a twelve month period.

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Issued: October 15, 1999 Effective:

Issued by:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

Service is offered to residential or business customers and is available from equal access originating end offices only.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on the actual usage of PromiseVision's network. The Company will determine that a call has been established through industry standard answer detection methods, including software detection and hardware answer detection, where available.
- **3.2.2** Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 The minimum call duration and initial period for billing purposes is one minute.
- **3.2.4** Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.
- **3.2.5** No charges apply for incomplete calls.

Issued: October 15, 1999

Mr. Arlen Best, President 12211 N. Pennsylvania Oklahoma City, OK 73120 Effective:

SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.3 Calculation of Distance

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

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1	Obtain the "V"	and "H"	coordinates	for the	serving	wire	center	of the
	originating and t	the destin	ation points.					

Step 2 Obtain the difference between the "V" coordinates 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.

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 originating and terminating serving wire centers of the call.

Formula:

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

Issued: October 15, 1999 Effective:

Issued by:

SECTION 3 - DESCRIPTION OF SERVICE, CONT'D.

3.4 PromiseVision Direct Dial Service

PromiseVision Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

3.5 PromiseVision Calling Card Service

PromiseVision Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

Issued: October 15, 1999 Effective:

Issued by:

SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3.3 of this tariff.

Rates vary by mileage band, time of day, day of week, call duration and product type.

Customers are billed based on their use of PromiseVision's long distance service. No installation charges or fixed monthly recurring charges apply. Volume discounts based on the customer's total monthly usage may apply.

Issued: October 15, 1999 Effective:

Issued by:

4.2 Time of Day Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM *		DAYTIM	IE RATE	PERIOD			
5:00 PM TO 11:00 PM *	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM *	NIGHT/WEEKEND RATE PERIOD						

^{*} to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call.

4.3 Holiday Rates

The evening rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day January 1 Independence Day July 4

Labor Day As nationally observed Thanksgiving Day As nationally observed

Christmas Day December 25

Issued: October 15, 1999 Effective:

Issued by:

4.3 PromiseVision Direct Dial Service

PromiseVision Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

4.3.1 Rate Plan A

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

4.3.2 Rate Plan B

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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Effective:

Issued by:

4.3 PromiseVision Direct Dial Service, (Cont'd.)

4.3.3 Rate Plan C

	DAY		EVENING		NIGHT/WKND	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

4.3.4 Rate Plan D

	7:00AM until 7:00PM		7:00PM until 7:00AM	
	1 st Minute	Ea. Addl. Minute	1 st Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

Issued: October 15, 1999

Effective:

Issued by:

4.4 PromiseVision Calling Card Service

PromiseVision Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

4.4.1 Per Call Rates

ALL TIMES OF DAY			
1 st Minute Ea. Addl. Minute			
\$0.2500	\$0.2500		

4.4.2	Per Cal	l Pay Phon	e Surch	iarge
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\$.35

Issued: October 15, 1999

Effective:

Issued by:

ATTACHMENT III FINANCIAL STATEMENTS

PromiseVision Technology, Inc. Unaudited Balance Sheet

June 30, 1999

ASSETS

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Cash in Bank	\$ 5351.41
Cash in Bank - Republic	450.04
Investments - CD	5000.00
Accounts Receivable - Stockholders	3037.62
Acct. Receivable - Trade	812.17
Accounts Receivable - S/H	2700.00

Total Current Assets \$ 17351.24

Fixed Assets

Furniture & Fixtures 728.18
Office Equipment 2820.00
Less: Accumulated Depreciation (59.14)
Prepaid Expenses 7500.00

Total Fixed Assets ____10989.04

Total Assets \$ 28340.28

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

16028.63
1930.00
60000.00
<u>61476.00</u>

Total Current Liabilities \$ 139434.72

Stockholder's Equity

Common Stock 6685.00
Paid in Capital 40000.00
Retained Earnings (34124.30)
Current Income (Loss) (117887.16)

Total Stockholder's Equity (111094.44

Total Liabilities & Equity \$ 28340.28

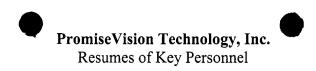
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PromiseVision Technology, Inc. Unaudited Income Statement For the Period Ended June 30, 1999

Revenue		
Sales	\$ 1245.89	\$ 1245.89
Sales-Books	0.00	0.00
Other Income	<u>16.32</u>	16.32
Total Revenue	1262.21	1262.21
Operating Expenses		
Sub-Contracts	6000.00	15250.00
Supplies	195.05	195.05
Salaries	20021.20	20021.20
Consulting Fees	0.00	19500.00
Advertising	4029.73	19749.73
Marketing	867.02	867.02
Conferences & Education	(2000.00)	3000.00
Business Meals	44.82	44.82
Business Promotion	7000.00	7000.00
Printing Services	3279.02	4078.71
Depreciation	59.14	59.14
Dues & Memberships	37.97	37.97
Insurance	0.00	151.40
Interest	1930.00	1930.00
Legal & Accounting	2291.15	4259.80
Office Supplies	588.62	1048.39
Postage & Shipping	1362.98	1941.53
Rent	0.00	2882.85
Repairs & Maintenance	0.00	150.00
Service Charge	10.00	62.00
Contract Labor	(9140.00)	2860.000
Telephone	3142.54	3565.25
Travel	15270.56	15688.56
Utilities	<u>573.93</u>	573.93
Total Expenses	<u>55563.73</u>	124917.35
Net Income (Loss)	(54301.52)	(123655.14)

ATTACHMENT IV MANAGERIAL AND TECHNICAL CAPABILITIES



Arlen L. Best - President / C.E.O.

Arlen Best founded the company in 1998 and has served on the Board of Directors and as President and Chief Executive Officer since its inception. Mr. Best also founded Apex Management Group, Inc. and Millennium II Consulting, Inc. in 1998 and serves as the President and Chief Executive Officer of both corporations since inception. Mr. Best also serves as the National Vice President of United Minority contractors Association - Resource Group, Inc. from 1995 to the present; Vice President of Marketing and Sales of AmeriVision Communications, Inc., another Christian based telecommunications company from 1995 - 1998; Chief Operations Administrator of Executive Management Services, Inc. from 1994 - 1995; and President and Chief Executive Officer of Best-Way Enterprises, Inc. from 1994-1995.

William G. Horn - Senior Vice President / Director

William Horn serves as an Agent and Public Relations Director for several professional athletes. He was employed with AmeriVision from 1993 - 1998 as Vice President of Sales and Marketing Supervisor. He served in the US Army from 1982 - 1989 where he enlisted to become a television and radio broadcaster for the Armed Forces. In 1991 Bill Horn became Sports Anchor for CBS-TV. Since 1991 Mr. Horn has had his own video and television production operations producing profamily videos nationally and in the public school system. He attended Louis University on a track scholarship.

Thomas K. Anderson - Vice President / Marketing

Thomas Anderson as served as Vice President/Marketing since PromiseVision's May, 1999 and served as Marketing Director at AmeriVision from 1993 - 1998, where he was responsible for soliciting, implementing and managing several major accounts of national Christian organizations and media/radio/network companies. During this period, Mr. Anderson was one of the top three commission salesmen in terms of revenues generated for AmeriVision. Mr. Anderson received a B.A. degree from the University of Central Oklahoma.



Edwin Perez - Vice President / Marketing

Edwin Perez has served as Vice President of Marketing since PromiseVision was formed, having held a series of more exacting senior management positions with AmeriVision from 1994 - 1998. Major areas of responsibility included interacting with customers based upon correspondence and telephone calls, supervising salesmen to ensure productivity and maintain quality control and supervising the translation of the marketing materials into Spanish. He also created and implemented AmeriVision's program to the ethnic community and the template into the Spanish marketplace where he conducted in-person promotions at customer-based events, concerts and conferences.

Sandi McClure - Secretary

Ms. McClure resigned from AmeriVision as Administrative Manager and Assistant to the Vice President in 1998, having served in successfully more responsible positions since the formation of AmeriVision. Ms. McClure was responsible for a monthly budget of \$10 million, established AmeriVision's accounting system, negotiated contracts with telecommunication vendors for direct billing and supervised the accounting administrative department of over 17 employees. From 1995 - 1998, Ms. McClure served as President and CEO of a computer retail store, where she increased yearly sales from \$200,000 to over \$2 million. She is listed in "Who's Who in American Business", and was selected as Employee of the Year at the Tandy Corporation Service Center.

Reginald White - Director

Reggie White is known throughout the world of professional football as one of America's all time leading defensive end professional football players, having resigned his professional football career with the Green Bay Packers after 17 years of professional football to pursue his business interest. Reggie is a graduate of the University of Tennessee.



Brad Treptor - MIS Manager

Mr. Treptor was the Information Systems Director at AmeriVision Communications, Inc. from 1991 - 1998, where he managed a team of project managers and database programmers for a customer base of 1.6 million. He also managed all phases of new product development and modification of existing software platforms, as well as developing and implemented billing systems. From 1994 to the present Mr. Treptor has developed software for Clear World Communications and Worldwide Telecommunications Corp. He holds a B.S. degree in Electrical Engineering from the University of Oklahoma.



October 14, 1999 Overnight Delivery

210 N. Park Ave. Winter Park, FL 32789 Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oaks Boulevard Tallahassee, Florida 32399-0850

DEPOSIT

DATE

D2034

OCT 1 5 1999

991608-14

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

RE:

Application and Initial Tariff of PromiseVision Technology, 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 Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of PromiseVision Technology, Inc.

Also enclosed is a Technologies Management, Inc. 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.

Any questions you may have regarding this application may be addressed to me at the above address, or by calling (407) 740-8575. Thank you for your assistance.

Sincerely,

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200 WINTER PARK, FL 32790-0200 BANK OF AMERICA WINTER PARK, FL 32789 63-27/631

24368

10/6/1999

PAY TO THE

Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100****

Fior 1 Public Service Commission
Records & Reporting

25.0 Shuma Oaks Blvd. Tallahassee, Fl 32302-1500 DOCUMENT MIMBER-DATE

12645 OCT 15 8

AEMO florida Public Service Commision

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TECHNOLOGIES MANAGEMENT, INC.

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