

** TO THE FLORIDA PUBLIC SERVICE COMMISSION**

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

Petition of Backbone Communications, Inc.)
For certification to provide Interexchange)
Service as a facilities based carrier and a)
Reseller between points within the State of)
Florida.)

Docket No. 001192-TI

DEPOSIT DATE
D 3 5 1 AUG 2 2 2000

PETITION AND APPLICATION OF BACKBONE COMMUNICATIONS, INC. FOR
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE BETWEEN POINTS WITHIN THE STATE OF FLORIDA

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
00 AUG 21 AM 7:58
MAIL ROOM

1. This is an application for:
Original certificate (new company).
2. Name of the company:
The applicant's company name is Backbone Communications, Inc..
3. Name under which applicant will do business (fictitious name, etc):
The applicant will do business under the name of Backbone Communications, Inc..
4. Official mailing address:
The official mailing address of the applicant is Backbone Communications, Inc.,
1801 Century Park East, Suite # 1830, Los Angeles, CA 90067-2320.

BACKBONE COMMUNICATIONS INC.

P.O. BOX 18037
BEVERLY HILLS, CA 90209

CITY NATIONAL BANK
OLYMPIC PLAZA OFFICE
LOS ANGELES, CALIFORNIA 90064
16-1606-1220

8/9/2000

2130

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

MEMO

Interexchange Telecommunications Service

⑈002130⑈



Security features included. Details on back.

8. If individual, provide:
Not individual.
9. If incorporated in Florida, provide proof of authority to operate in Florida:
The applicant is not incorporated in the State of Florida.
10. If foreign corporation, provide proof of authority to operate in Florida:
The document number that authorizes Backbone Communications, Inc. to transact business in the State of Florida is F00000001299, given by the Florida Secretary of State on March 6, 2000. A copy of the authorization to transact business in the State of Florida is attached as Exhibit A.
11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:
No use of fictitious name necessary by the applicant. Telcordia Technologies affirms there are no other businesses doing business under the applicant's name in the country.
12. If a limited liability partnership, provide proof of registration to operate in Florida:
The Applicant is not a limited liability partnership.
13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.
The Applicant is not a partnership.
14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.
The Applicant is not a foreign limited partnership.
15. Provide F.E.I. Number:
The applicant's F.E.I. number is 95-466-3359.
16. Provide the following (if applicable):
 - (a) Will the name of your company appear on the bill for your services?
The Applicant's name will appear on the bill for the Applicant's services.
17. Who will receive the bills for your service?
Business customers will receive bills for the applicant's service.
18. Who will serve as liaison to the Commission with regard to the following?
 - (a) The application:

Marcela Font
Backbone Communications, Inc.
1801 Century Park East, Suite 1830
Los Angeles, CA 90067-2320
Tel.: (310) 282-7111 ext. 227
Fax: (310) 552-2314
mfont@bbcominc.com

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

Lisa Pache
Director of Operations
Backbone Communications, Inc.
1801 Century Park East, Suite 1830
Los Angeles, CA 90067-2320
Tel.: (310) 282-7111 ext. 246
Fax: (310) 552-2314
lpache@bbcominc.com
<http://www.bbcominc.com>

(c) Complaints/Inquires from customers:

Lisa Pache
Director of Operations
Backbone Communications, Inc.
1801 Century Park East, Suite 1830
Los Angeles, CA 90067-2320
Tel.: (310) 282-7111 ext. 246
Fax: (310) 552-2314
lpache@bbcominc.com
<http://www.bbcominc.com>

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.
The applicant has not begun operations yet.
- (b) has applications pending to be certificated as an interexchange telecommunication company.
The applicant has a pending application to be certificated as an interexchange telecommunications company as well as a competitive local exchange carrier (CLEC) in the State of Georgia.
- (c) is certificated to operate as an interexchange telecommunications company.

The applicant is certified to operate as an interexchange telecommunications company as well as a competitive local exchange carrier (CLEC) with the following States: California, Colorado, Illinois, Massachusetts, New York, Texas and Washington.

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.
The applicant has never been denied authority to operate as an interexchange telecommunications company.
- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
The applicant has never had regulatory penalties imposed for violations of telecommunications statutes or any other statutes.
- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
The applicant has never been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

21. The applicant will provide the following interexchange carrier services:

- (a) **MTS with distance sensitive per minute rates:** Method of access is FGD.
- (c) **MTS with statewide flat rates per minute** (i.e: not distance sensitive):
Method of access is FGD
- (f) **800 service (toll free).**
- (g) **WATS type service (bulk or volume discount):** Method of access is via dedicated facilities and via switched facilities.
- (h) **Private line services (channel services)** (for ex. 1.544 mbs., DS-3, etc.)

22. Submit the proposed tariff under which the company plans to begin operation.
The tariff under which the applicant plans to begin operation is attached as Exhibit B and it follow the format required by Commission Rule 25-24.485.

23. Submit the following:

A. Financial capability

The applicant submits proof of financial capability attached as Exhibit C. Audited statements are not available. The unaudited statements are signed by the President of the applicant affirming that the financial statements are true and correct.

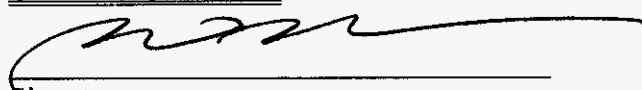
B. & C. Managerial & Technical capabilities:

The applicant submits proof of managerial and technical capabilities by submitting a summary of the biographies of applicant's management team, attached as Exhibit D.

**** 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 or 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:



Signature

8 / 17 / 00

Date

President

Title

Address: Backbone Communications, Inc.
1801 Century Park East, Suite 1830
Los Angeles, CA 90067-2320
Tel.: (310) 282-7111
Fax: (310) 552-2314
[Http://www.bbcominc.com](http://www.bbcominc.com)

ATTACHMENTS:

A-CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
B-CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
C-CURRENT FLORIDA INTRASTATE NETWORK
D-AFFIDAVIT


CERTIFICATE SALE, TRANSFER OR ASSIGNMENT STATEMENT

Not applicable. The applicant is applying for an original certificate of authority to provide interexchange services as a facilities based carrier and reseller and the applicant has obtained certification to operate as an alternative local exchange company. (Docket Number 000253-TX, Order Numbers PSC-00-0880-PAA-TX and PSC-00-1048-CO-TX).

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

The Commission can be assured that pursuant to Rule 25-24.490(3) of the Florida Administrative Code, the applicant will not collect deposits nor will collect payments for service more than one month in advance.

UTILITY OFFICIAL:



Signature

8/17/00

Date

President

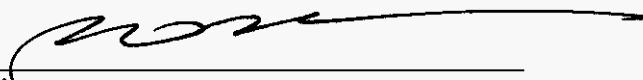
Title

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CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida. The applicant, as stated in Appendix A of this application, has obtained the certificate to operate as an alternative local exchange company (ALEC), however the applicant has not started operations yet.

UTILITY OFFICIAL:



Signature

8/17/00
Date

President

Title

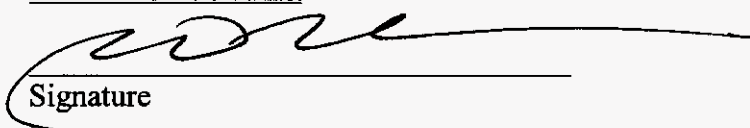
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AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance on 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

8 / 17 / 00
Date

President
Title

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Tel.: (310) 282-7111
Fax: (310) 552-2314
Http://www.bbcominc.com

FORM PSC/CMU 31 (12/96)
Required by Commission Rule Nos. 25.24-470
25-24.471 and 25-25.473, 25-24.480(2).

Exhibit A

Authority to transact business in the State of Florida as a foreign Corporation.



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 9, 2000

CATERINA ALVAREZ
BACKBONE COMMUNICATIONS INC.
1801 CENTURY PARK EAST, SUITE 1830
LOS ANGELES, CA 90067-2320

Qualification documents for BACKBONE COMMUNICATIONS INC. were filed on March 6, 2000 and assigned document number F00000001299. 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.

The certification you requested is enclosed.

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

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

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Diane Cushing
Corporate Specialist
Division of Corporations

Letter Number: 300A00013246

State of Florida



Department of State

I certify from the records of this office that BACKBONE COMMUNICATIONS INC., is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on March 6, 2000.

The document number of this corporation is F00000001299.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by BACKBONE COMMUNICATIONS INC., a California corporation, authorized to transact business within the State of Florida on March 6, 2000 as shown by the records of this office.

The document number of this corporation is F0000001299.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

Exhibit B
Tariff.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold and facilities-based long distance interexchange services within the State of Florida provided by Backbone Communications, Inc., with principal offices at 1801 Century Park East, Suite # 1830, Los Angeles, CA 90067. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Backbone Communications, Inc.'s principal place of business.

Issued: August 17, 2000

Robert Bral
President
Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
Los Angeles, CA 90067-2320

Effective: _____

CHECK SHEET

Pages 1 to 40 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

Page	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	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
24	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original

Issued: August 17, 2000

Robert Bral
President
Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
Los Angeles, CA 90067-2320

Effective: _____

SYMBOLS SHEET

Whenever tariff sheets are revised, changes will be identified by the following symbols:

D- to signify deleted or discontinue

I- to signify a change resulting in an increase to a customer's bill

M - to signify material moved from another tariff location

N- to signify new

R- to signify a change resulting in a reduction to a customer's bill

T- To signify a change in text or regulation, but no change in rate or charge

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Effective: _____

TARIFF FORMAT SHEET

- A. Sheet 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, the page appears as a decimal. For example, a new page added between pages 31 and 32 would be 31.1.
- 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 page version on file with the FPSC. For example, the 4th revised Page 32 cancels the third revised Page 32. Because of deferrals, notice periods, etc. the most current page number on file with the FPSC is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets. When a tariff filing is made with the 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest check sheet to find out if a particular sheet is the most current page on file with the FPSC.

Issued: August 17, 2000

Robert Bral
President
Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
Los Angeles, CA 90067-2320

Effective: _____

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Issued: August 17, 2000

Robert Bral
President

Effective: _____

Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
Los Angeles, CA 90067-2320

SECTION 1 TECHICAL TERMS AND ABBREVIATIONS

Additional Listing --- A listing in addition to the initial or joint user listing provided with the customer's service.

Authorized Protective Connecting Module --- A protective unit designed by Backbone Communications, Inc. and manufactured under the control of Backbone Communications, Inc. quality assurance procedures. This unit is incorporated in a customer provided answering device.

Authorized User --- An individual authorized by Backbone Communications, Inc. to use a customer's telephone service. It includes members of the household, employees, or agents of the customer, residential tenants of hotels, clubs, etc.; and joint users as arranged for. The term authorized user, used in connection with private line service, denotes a person, firm or corporation designated by the customer and authorized by Backbone Communications, Inc. to use the customer's service.

Baud --- A unit of signaling speed. It is the reciprocal of the time of duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Building --- A structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows. The structures directly adjoin each other, being separated only by a building wall. The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities. The major portion of the structures is occupied by the same customer.

Central Office --- A switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one central office may be located in the same building.

Central Office Building --- A building containing one or more central offices. There may be more than one central office building in an exchange and one central office building may serve more than one exchange.

Central Office Line --- A main telephone exchange service or trunk line.

Centrex Service --- A service arrangement of dial switching equipment and facilities that permits completion of inward and outward local and toll calls from stations of the system

SECTION 1 Technical Terms and Abbreviations (cont.)

without handling by the Centrex service attendant.

Channel — An electrical path furnished by Backbone Communications, Inc. between two or more points suitable for the purpose furnished and derived in a manner elected by the Telephone Company. A single pair of wires may be used to provide more than one channel. A channel may be provided in whole or in part by cable, wire, or radio.

Circuit — As generally used herein, a circuit is a channel.

Communications Systems — Dedicated channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a customer or an other common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's (FCCs) Rules and Regulations.

Connecting Arrangement — The equipment provided by Backbone Communications, Inc. to accomplish the direct electrical connection of terminal equipment or multi-line terminating systems with the facilities of Backbone Communications, Inc. or the direct electrical connection of Company facilities.

Customer — An individual, partnership, association, or corporation that arranges for service, and is responsible for the payment of charges, and compliance with the rules and regulations of Backbone Communications, Inc.'s tariff regulations.

Day – 8:00 AM - 5:00 PM local time Monday through Friday.

Evening - 5:00 PM - 11:00 PM local time Sunday through Friday.

Exchange — A geographical unit established for the administration of communication service in a specified area. It generally consists of one or more central offices together with the associated plant used in furnishing communications within that area.

Exchange Access Line — The serving central office line equipment and all Telephone Company plant facilities up to and including Backbone Communications, Inc. provided network interface.

Exchange Area — The territory served by an exchange.

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Robert Bral
President
Backbone Communications, Inc.
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SECTION 1 Technical Terms and Abbreviations (cont.)

Exchange Service — The furnishing of central office line facilities to provide for telephone communications within the local service calling area on a measured or unlimited service basis in accordance with the rates and regulations of the tariff.

Extension Line — A private line channel to provide extended service in connection with main telephone exchange and Private Branch Exchange (PBX) telephone service to locations not in the same building as the main telephone exchange service or PBX attendant's switchboard position.

Extension Station Line — Interior wiring at a customer's premises to a jack or outlet at a PBX or Centrex termination other than that which is associated with the PBX or Centrex main station.

FCC — "FCC" means the Federal Communications Commission.

Florida Public Service Commission ("FPSC") — Florida Public Service Commission or ("FPSC") means the Florida Public Service Commission.

Governmental Authority — "Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental (including without limitation the FPSC and the FCC) having jurisdiction over Backbone Communications, Inc. or the provision of Services hereunder.

Holidays — Christmas Day, New Years Day, Thanksgiving Day, Independence Day, Labor Day, Memorial Day.

Intercommunication — Communication between Centrex system telephones.

Interexchange Channel — A communications path interconnecting exchanges.

Intraexchange Channel — A communications path interconnecting points within an exchange.

Main Telephone Station — Terminal equipment directly connected to the central office switching equipment by an individual or party line circuit or, in the case of PBX and Centrex service, terminal equipment directly connected to the PBX and Centrex switching equipment by an individual line circuit.

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SECTION 1 Technical Terms and Abbreviations (cont.)

Maximum Termination Liability (MTL) — A liability assumed by a customer for certain equipment or service for which a minimum service period in excess of one month applies.

Message — A completed communication between two telephone numbers and classified as either Local or Toll.

Message, Local — A message between telephones where the called telephone is within the unlimited, message unit or primary calling area of the calling telephone.

Message, Toll — A message between telephones in different local calling areas for which a Message Telecommunications Service charge applies.

Message Telecommunications Service (MTS) — Service that furnishes facilities for telecommunications between local service areas. The terms toll and long distance are used interchangeably throughout the tariff.

Minimum Service Period — A stated length of time that a customer is required to retain service at a specific location.

Miscellaneous Common Carriers — Communications common carriers, as defined in Part 21 of the FCC's Rules, that are not engaged in the business of providing either a public land line message telephone service or public message telegraph service.

Move — The relocation, on the same premises, of equipment and wiring associated with a customer's service.

Multi-line Terminating System — Switching equipment (e.g., PBX, Centrex C.U., ACD), or key telephone systems that are capable of terminating more than one exchange access line, DTFS access line, private line, or channel from a communications system or a combination of these.

Network Access Line — The exchange line from the serving central office terminating at the demarcation point.

Network Interface — A standard FCC Registration Program jack or equivalent that may be installed by Backbone Communications, Inc. as part of the network access line at the demarcation point.

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SECTION 1 Technical Terms and Abbreviations (cont.)

Nondirectory Listed Service — Exchange service telephone numbers not listed in Backbone Communications, Inc.'s directory, but carried in Backbone Communications, Inc.'s directory assistance records and given to any calling party on request.

Nonlisted Service — Exchange service telephone numbers not listed in the Telephone Backbone Communications, Inc. directory or carried in Backbone Communications, Inc.'s directory assistance records. There are no restrictions against giving out these numbers if they are known. This service is provided only to customers with other listed exchange service, either a complete listing or in directory assistance records only.

Nonpublished Service — Exchange service telephone numbers not listed in the Telephone Backbone Communications, Inc. directory or carried in Backbone Communications, Inc. directory assistance records and not available to the general public.

Nonrecurring Charge — A charge applying to the provision of certain items of service and equipment or facilities as distinguished from the service charges applicable for the establishment of telephone service.

Nigh/Weekend — 11:00 PM - 8:00 AM all days, 8:00 AM – 11:00 PM Saturday, 8:00 AM - 5:00 PM Sunday.

Private Branch Exchange System (PBX) — An arrangement of switching equipment, consisting of a manually operated attendant position or console, or dial switching apparatus, or both, with connecting central office and PBX telephones and lines.

Private Line Service — Channels or channels and equipment furnished to a customer for communication between specified locations.

Rate Center — A specified geographical location within an exchange area from which mileage measurements are determined for the application of toll rates and private line interexchange mileage rates.

Registered Equipment — Equipment that complies with and has been approved within the registration provisions of Part 68 of the FCCs Rules and Regulations.

Regulation(s) — "Regulation(s)" means any and all law(s), rules(s), regulation(s) including without limitations those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the FPSC

Issued: August 17, 2000

Robert Bral
President
Backbone Communications, Inc.
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Effective: _____

SECTION 1 Technical Terms and Abbreviations (cont.)

or any other Governmental Authority or which arise under any federal, state, or local statute, utility code or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale — The sale of intraLATA services by a reseller to others in accordance with any rules and regulations set forth by the DTE.

Reseller — A business customer who subscribes to certain intraLATA services to re-offer these services to others in accordance with any rules and regulations set forth by the DTE. The reseller is the customer of record in a resale arrangement.

Restoral of Service — The return of service following a period of temporary interruption for nonpayment of bills, provided this return occurs prior to discontinuance of the service.

Rewire — The additional termination of a new or existing line at an in-service location or the rearrangement of a line termination.

Service Charges — Charges in connection with the ordering or connection of services and equipment.

Switching Equipment — Equipment that performs the function of establishing and releasing connections between two or more Company provided services or Telephone Company provided service(s) and a multi-line terminating system(s) provided by the customer. The equipment operates to establish each connection for the purpose of transmission of communications and to release the connection, or generate a supervisory signal for the manual release of the connection by an attendant, immediately following the conclusion of each call.

Temporary Suspension of Service — An arrangement whereby service is made inoperative for a temporary period at the request of the customer.

Terminal Equipment — Devices, apparatus, and their associated wiring provided by a customer which do not constitute a multi-line terminating system and which, when connected to the communications path of the telephone system, are so connected either electrically, acoustically, or inductively.

Termination Charge — The charge made when the service for which a MTL applies is terminated by the customer prior to the expiration of the minimum service period.

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SECTION 1 Technical Terms and Abbreviations (cont.)

Trunk Line — A central office line terminating in a PBX system, certain automatic call distributor and answering service systems, or other switching equipment that utilizes pooled line facilities.

Unauthorized Attachment or Connection — Any terminal equipment, multi-line terminating system, or communications system that is attached to the facilities of Backbone Communications, Inc. contrary to provisions of this tariff.

Wideband Channel — As used in connection with Private Line Series 5000 channels is a channel that has the total equivalent of 12 or more Private Line Type 2001 (voice grade) channels.

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SECTION 2 RULES AND REGULATIONS

2.1 Undertaking of Backbone Communications, Inc.

Regulations, rates and charges in this tariff apply to telephone service furnished with one-way and/or two-way voice and information transmission between two points in the State of Florida.

Backbone installs, operates and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this tariff. Backbone may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customers location to the Backbone network. The Customer shall be responsible for all changes due to such service arrangement.

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

2.2 Limitations of Service

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 Service is furnished subject to the conditions that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency acting within its jurisdiction advises that such service is being used or will be used in violation of law. If Backbone Communications, Inc. receives other evidence that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

2.2.3 Backbone Communications, Inc. reserves the right to discontinue furnishing service, refuse service or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff. Abuse or fraudulent use of service includes the following actions.

A. The use of service or facilities of Backbone Communications, Inc. to transmit a message or to locate a person, or otherwise to give or obtain information without payment of the applicable charge.

SECTION 2 Rules and Regulations (cont.)

B. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telephone service, by rearranging, tampering with, or making connection with any facilities of Backbone Communications, Inc., or by any trick, scheme, false representations or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

C. The use of service or facilities of Backbone Communications, Inc. for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

D. The use of profane or obscene language.

E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.2.4 All facilities provided under this tariff are directly controlled by Backbone Communications Inc. and the customer may not transfer or assign the use of service or facilities, except with the express written consent of Backbone Communications, Inc.. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from Backbone Communications, Inc. 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 for service.

2.2.6 Customers reselling or rebilling services as well as resellers and rebillers of Backbone Communications, Inc. must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

2.2.7 Shortage of equipment or Facilities

A. Backbone Communications, Inc. reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Backbone Communications, Inc. when necessary because of lack of

SECTION 2 Rules and Regulations (cont.)

facilities or due to some other cause beyond Backbone Communications, Inc.'s control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities as well as the facilities it may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of Backbone Communications, Inc..

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.3 Responsibility of Backbone Communications, Inc.

2.3.1 Furnishing of Service

A. Backbone Communications, Inc.'s obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required for the furnishing and maintenance of that service.

B. Backbone Communications, Inc. reserves the right to refuse an application for service made by, or for the benefit of, a former customer who is indebted to Backbone Communications, Inc. for telephone service previously furnished.

C. A telephone number is subject to change at any time.

D. Backbone Communications, Inc. reserves the right to restrict the amount of other services and equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished.

E. Backbone Communications, Inc. reserves the right to terminate the service of a party line customer where it appears that the customer's use of the service excludes reasonable use by other parties on the same line.

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SECTION 2 Rules and Regulations (cont.)

F. In view of the fact that customers have exclusive control of their communications over the facilities furnished them by Backbone Communications, Inc., and of other uses for which facilities may be furnished by Backbone Communications, Inc., and because of unavailability of errors incident to the services and to the use of such facilities of Backbone Communications, Inc., the services and facilities furnished by Backbone Communications, Inc. are subject to the terms, conditions and limitations herein specified.

2.3.2 Service Observing

A. It is the policy and practice of Backbone Communications, Inc. not to monitor any conversations between its customers. In order to determine the quality of service being given to its customers and to be in a position to improve the service, it is the practice of Backbone Communications, Inc. to observe, on a random sample basis, the handling of customer calls by its employees and the functioning of its equipment. Service observations on calls between customers are made to insure the proper handling of these calls by Backbone Communications, Inc.'s employees and its equipment. Service observations are also made on calls between customers and Backbone Communications, Inc. relating to matters such as business office, repair, information, and intercept services. Service observing is done in accordance with published Company practices which are available for inspection by regulatory authorities.

2.4 Liability of Backbone Communications, Inc.

2.4.1 The liability of the Backbone Communications, Inc. for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Backbone Communications, Inc. occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or by the Backbone Communications, Inc. in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.4.2 Backbone Communications, Inc. shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss expense,

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SECTION 2 Rules and Regulations (cont.)

or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

A. Neither Backbone Communications, Inc. nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing portions of such service.

B. The liability of Backbone Communications, Inc. for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by backbone Communications, Inc., or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Backbone Communications, Inc.. Backbone Communications, Inc. will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Backbone Communications, Inc. service, equipment or facilities, or the acts or omissions or negligence of the employees or agents of Backbone Communications.

C. Backbone Communications, Inc shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law order, regulation, direction action or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over Backbone Communications, Inc. or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages or other labor difficulties.

SECTION 2 Rules and Regulations (cont.)

D. Backbone Communications, Inc. shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of Backbone Communications, Inc. agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of Backbone Communications, Inc..

E. Backbone Communications, Inc. does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The customer and End User shall indemnify and hold Backbone Communications, Inc. harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of, any person or persons, or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by Backbone Communications, Inc. at such locations.

F. Backbone Communications, Inc. is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of Backbone Communications, Inc. caused by terminal equipment, except where a contributing cause is the malfunctioning of a Telephone Company provided connecting arrangement, in which event the liability of Backbone Communications, Inc. will not exceed an amount equal to a proportional amount of Backbone Communications, Inc. billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission, or injury occurs.

SECTION 2 Rules and Regulations (cont.)

2.5 Responsibility of the Customer

2.5.1. The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff. All charges due by the Customer are payable to Backbone Communications, Inc. or to any agency duly authorized to receive such payments.

2.5.2 In case of damage, loss, theft or destruction of equipment and facilities furnished by Backbone Communications, Inc. due to the negligence or willful act of the customer or other persons authorized to use the service, the customer may be required to pay the expense incurred by Backbone Communications, Inc. to replace or restore the equipment and facilities to its original condition.

2.5.3 When an application for service is cancelled or changed in whole or in part by the applicant prior to completion of the construction and installation, the applicant is required to pay to Backbone Communications, Inc., upon demand, the total costs and expenses in connection with providing and removing the service less the estimated recoverable value, if any. When an application is cancelled or changed by the applicant in whole or in part after completion of the construction and installation but prior to the establishment of service, the applicant is required to pay to backbone Communications, Inc., upon demand, the applicable minimum and termination charges specified in this tariff and any applicable nonrecurring, connection and construction charges.

A. When an applicant requests a change in the location of all or part of the facilities provided for the service prior to completion of the construction and installation, and the applicant is required to pay to Backbone Communications, Inc., upon demand, the difference between the total costs and expenses incurred by Backbone Communications, Inc. in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially.

B. When a deferment of the date for placing facilities and equipment in-service is requested by the applicant after the start of construction, charges based on costs apply, upon demand by Backbone Communications, Inc., for any deferment in excess of one month. The costs include the monthly carrying charges on Backbone Communications, Inc.'s investment in equipment and facilities at the time of the deferment plus any other

SECTION 2 Rules and Regulations (cont.)

specific costs applicable to the deferment. In no case will the placing in-service of equipment and facilities be deferred for more than 18 months. After 18 months the installation is considered cancelled, and the applicant is responsible for the payment of costs as specified in Section 2.4.1A.

2.5.4 Notification for Termination of Service: The right is reserved to require notice of not less than ten days of the customer's desire to terminate the service.

2.6 Disconnection of Service

2.6.1 Upon nonpayment of any amounts owing to Backbone Communications, Inc., Backbone Communications, Inc. may, by giving requisite prior written notice not less than fifteen (15) days to the Customer, discontinue or suspend service without incurring any liability. The letter will be sent via first class mail.

2.6.2 Upon violation of any of the other material terms or conditions for furnishing service Backbone Communications, Inc. may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continue during that period.

2.6.3 Upon condemnation of any material portion of the facilities used by Backbone Communications, Inc. to provide service to a Customer or if casualty renders all or any material portion of such facilities inoperable beyond feasible repair, Backbone Communications, Inc., by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, Backbone Communications, Inc. may, with prior notice to the Customer immediately discontinue or suspend service without incurring any liability.

2.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, Backbone Communications, Inc. may immediately discontinue or suspend service without incurring any liability.

SECTION 2 Rules and Regulations (cont.)

2.6.6 Backbone Communications, Inc. may disconnect the furnishings of any and/or all services(s) to a customer, without incurring any liability:

- A. Immediately and without notice if Backbone Communications, Inc. deems that such actions necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. Backbone Communications, Inc. may discontinue service pursuant to this subsection if:
1. The Customer refuses to furnish information to Backbone Communications, Inc. regarding the Customer's credit-worthiness, its past or current use of common carrier communication services or its planned use of service(s); or
 2. The Customer provides false information to Backbone Communications, Inc. regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or is planned use of Backbone Communications, Inc.'s services(s); or
 3. The Customer has given ten (10) day written notice by Backbone Communications, Inc. of any past due amount (which remains unpaid in whole or in part) for any of Backbone Communications, Inc.'s other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
 4. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges that appear in the tariff for the service by:
 - (a) Using or attempting to use the service by rearranging, tampering with, or making connections to Backbone Communications, Inc.'s service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or

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SECTION 2 Rules and Regulations (cont.)

- (d) use of service in such a manner as to interfere with the service of other users; or
- (e) Use of service for unlawful purposes.
- (f) Immediately, upon written notice to a Customer who has failed to pay any sum within thirty (30) days of the date when payment was due;
- (g) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by Backbone Communications, Inc. for security for the payment of service; or
- (h) Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the
- (i) noncompliance is not corrected within that ten (10) day period; or
- (j) The suspension of discontinuance of service(s) by Backbone Communications, Inc. pursuant to this section does not relieve the Customer of any obligation to pay Backbone Communications, Inc. for charges due and owing for services(s) furnished during the time of or up to suspension or discontinuance.

2.7 Interruption of Service

2.7.1 Credit allowance for the interruption of service which is not due to Backbone Communications, Inc. testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set in 2.4.1 herein. It shall be the customer's obligation to notify Backbone Communications Inc. immediately of any service interruption for which a credit allowance is desired. Before giving notice, the customer shall ascertain that the trouble is not being caused by any action by the customer and connected to Backbone Communications, Inc.'s facilities. No refund will be made for the time that Backbone Communications, Inc. stands ready to repair the service and the subscriber does not provide access to Backbone Communications, Inc. for such restoration work. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies Backbone Communications.

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SECTION 2 Rules and Regulations (cont.)

2.7.3 The customer shall be credited for an interruption of more than twenty-four (24) hours as follows:

Credit Formula:

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

“A” - outage time in hours

“B” - total hours in month

“C” - total monthly charge for affected facility

2.8 Inspections

2.8.1 Upon reasonable notification to the Customer, and at reasonable times, Backbone Communications, Inc. may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.8.2 If the protective requirements for Customer-provided equipment are not being complied with Backbone Communications, Inc. may take such action as it deems necessary to protect its facilities, equipment, and personnel. Backbone Communications, Inc. will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify Backbone Communications, Inc. of the action taken. If the Customer fails to do this, Backbone Communications, Inc. may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. Backbone Communications, Inc. will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.9 General Terms and Conditions

2.9.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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SECTION 2 Rules and Regulations (cont.)

2.9.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the terms and condition in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by Backbone Communications, Inc..

2.9.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligation which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.9.4 This tariff shall be interpreted and governed by the laws of the Florida Public Service Commission without regard for the Commission's choice of laws or provisions.

2.9.5 The Customer agrees to operate Company-provided equipment in accordance with instructions of Backbone Communications, Inc. of Backbone Communications, Inc. agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.9.6 below.

2.9.6 The Customer agrees to return to Backbone Communications, Inc. all Company-provided equipment delivered to Customer with five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse Backbone Communications, Inc., upon demand, for any costs incurred by Backbone Communications, Inc. due to Customer's failure to comply with this provision.

2.9.7 Backbone Communications, Inc. may require security deposits for new service, restoration of discontinued service and subsequent service. However, Backbone Communications, Inc. will not require a deposit that will exceed one month's estimated charges and advance payment for service. This amount will be credited back to the Customer in the next months bill but not recollected pursuant to Rule 25-24.490(3) of the Florida Administrative Code.

SECTION 2 Rules and Regulations (cont.)

2.9.8 Regarding the discontinuance of service and removal of accounts, Backbone Communications, Inc. reserves the right to discontinue or temporarily suspend services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Backbone Communications, Inc.; or to block services to any Subscriber location without any liability whatsoever, in the event that Backbone Communications, Inc. detects or reasonably suspects either a fraudulent or unlawful use of the services at or by means of said location.

2.10 Connection to Backbone Communications, Inc. Facilities

2.10.1 Terminal equipment, multi-line terminating systems, premises wire and communications systems may be connected with facilities furnished by Backbone Communications, Inc. in accordance with the provisions contained in this tariff. If any unauthorized attachment or connection is made contrary to the provisions of this tariff, Backbone Communications, Inc. has the right to remove or disconnect the same; or to terminate service; or to suspend the service during the continuance of said attachment or connection in accordance with the regulations contained herein.

A. When any terminal equipment, multi-line terminating system, communications system, or premises wire is used with telecommunications services in violation of any of the provisions of this tariff, Backbone Communications, Inc. will take such immediate action as necessary for the protection of the network and Company employees will promptly notify the customer of the violation. The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.

1. The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.

2. The customer shall confirm in writing to Backbone Communications, Inc. within ten days following the receipt of written notice from Backbone Communications, Inc. that such use has ceased or that the violation has been corrected.

SECTION 2 Rules and Regulations (cont.)

3. Failure of the customer to discontinue such use, or to correct the violation, and to give the required written confirmation to Backbone Communications, Inc. within the required timeframe, will result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

2.10.2 Provision and Ownership of Equipment and Lines

Except as otherwise provided in this tariff, equipment and lines furnished by Backbone Communications, Inc. on the premises of a customer, authorized user, patron of a reseller, sharer of service or agent of Backbone Communications, Inc. are the property of Backbone Communications, Inc. and are provided upon the condition that such facilities must be installed, relocated and maintained by Backbone Communications, Inc., and that Backbone Communications, Inc.'s employees or designees may enter said premises at any reasonable hour to install, inspect or maintain the equipment and lines; or upon termination or cancellation of the service to remove the equipment and lines. Customer premises wire may be installed and/or maintained by the customer.

2.10.3 Minimum Service Periods

A. The minimum charge for service at any premises, except as otherwise specified, is one month's charge.

B. Where service subject to a minimum service period of more than one month is furnished, a termination charge may apply as specified elsewhere in this tariff. The charge is determined by reducing the MTL in effect at the same time service is ordered or installed.

C. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have 30 days.

2.11 Payment of Bills

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SECTION 2 Rules and Regulations (cont.)

2.11.1 The customer is responsible for payment of all applicable charges pursuant to this tariff. All charges due by the Customer are payable to Backbone Communications, Inc. or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

2.11.2 Bills are due when rendered and are payable at an office of Backbone Communications, Inc..

2.11.3 Delayed payment of bills may result in the interruption or discontinuance of the customer's service.

2.11.4 The customer is required to pay, in accordance with Backbone Communications, Inc.'s established collection and billing practice, all charges for exchange, exchange access and private line services, MTS, and for all services billed by Backbone Communications, Inc. for other carriers.

2.11.5 The customer is held responsible for all charges for telephone service rendered at the customer's telephone, including charges for toll messages on which the charges have been made collect.

2.11.6 The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on Backbone Communications, Inc. net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall not be included in the quoted rates and shall be separately designated and listed on Backbone Communications, Inc. invoices.

Any taxes imposed by local jurisdiction (ie. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If any entity other than Backbone Communications, Inc. (ie. another carrier or a supplier) imposes charges on Backbone Communications, Inc., in addition to its own internal costs, in connection with a service for which Backbone Communications, Inc.'s Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

SECTION 2 Rules and Regulations (cont.)

2.11.7 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on Backbone Communications, Inc.'s operations in any such state, or a tax on interstate access charges incurred by Backbone Communications, Inc. for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon Backbone Communications, Inc. by virtue of, and measured by, the gross receipts or revenues of Backbone Communications, Inc. in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line on the Customer's monthly invoice.

2.11.8 Late Payment — For business customers, all amounts outstanding 25 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. The late payment charge will not exceed 1.5% per month.

A. The late payment charge will not apply to the following amounts or accounts:

1. Any disputed amounts of a bill on which a dispute is pending.
2. Final accounts; however, any late payment charges included in the balance on a final statement are still due.

2.11.9 Returned Check — Whenever a check or draft presented for payment of services is not accepted by the institution on which it is written, a returned check charge applies, per check or draft written.

Pursuant to Florida law (Chapter 832, F.S.) the Customer has 30 days from receipt of this notice to tender payment in cash of the full amount of check plus a service charge of \$25 if the face value of the returned check is \$50 or less, \$30 if the face value of the returned check is between \$50 to \$300 and \$40 or 5% whichever greater, if the face value of the returned check.

2.11.10 Location of Service- Backbone Communications, Inc. will provide services within the State of Florida.

SECTION 3 DESCRIPTION OF SERVICE

3.1 Description of Service – General

The Company will provide interLATA and intraLATA interexchange services, competitive local exchange and information services over DS1 lines with an ATM/Frame Relay Network. All services are available twenty-four (24) hours a day, seven days a week.

3.2 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

3.3 Computation of Charges

3.3.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Unless otherwise noted, all Dedicated MTS Service calls are measured in thirty (30) second initial and six (second) additional increments. Unless otherwise noted, all Switched MTS Service calls are measured in one (1) minute increments with calls rounded up to the next whole increment.

3.4 Rates Based on Duration of Use

Where charges for service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.4.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.4.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

Issued: August 17, 2000

Robert Bral
President

Effective: _____

Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
Los Angeles, CA 90067-2320

SECTION 3 Description of Service (cont.)

3.4.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.3.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.4.5 All times refer to local time.

3.4.6 There shall be no charges for uncompleted calls.

3.5 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.5.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating lines. The rate is a set of geographic coordinates, as referenced in the Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4 (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.5.2 The airline distance between any two rate centers is determined as follows:

A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

B. Compute the difference between "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

C. Square each difference obtained in step (2) above.

D. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

SECTION 3 Description of Service (cont.)

E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline milage.

FORMULA:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Level of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

3.7 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to Backbone Communications Inc. at:

Backbone Communications, Inc.
1801 Century Park East, Suite 1830
Los Angeles, CA 90067-2320
(310) 282-7111 (Tel.)
(310) 552-2314 (Fax)

Any objection to billed charges should be reported promptly to Backbone Communications, Inc.. Adjustments to Customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where over billing of a subscriber occurs, no liability exists which will require Backbone Communications, Inc. to pay dividend or other compensation on the amount over billed, except that Backbone Communications, Inc. is liable for interest on such over billed amount, such as applies to deposits pursuant to state law. If notice of a dispute as to charges is not received in writing by Backbone Communications, Inc., within ninety (90) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer.

SECTION 3 Description of Service (cont.)

3.8 Time Periods Defined

Unless otherwise indicated herein:

All rate plans:

Day:	8:00 a.m. – 5:00 p.m. – Mon- Fri
Evening:	5:00 p.m. – 11:00 p.m. – Sun – Fri
Night/Weekend:	11:00 p.m. – 8: 00 a.m. – All days
	8:00 a.m.- 11:00 p.m. – Saturday
	8:00 a.m.- 5:00 p.m.- Sunday

Holiday: For the following Holidays, the Evening time Period rates are used, unless a lower rate would normally apply:

New Year's Day *
Memorial Day
Independence Day *
Labor Day
Thanksgiving Day
Christmas Day *

* When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

3.9 Exchange Access Service

Exchange Access Service provides a Customer with a telephonic connection to and a unique telephone number address on the public switched telecommunications network.

Each Exchange Access Service enables users to:

- Receive calls from other stations on the public switched telecommunications network;
- Access other services offered by the Company as set forth in this Tariff;
- Access certain intrastate/interstate and international calling services provided by the Company;
- Access (at no additional charge) emergency services by dialing 9-1-1; and
- Access services provided by other common carriers which purchase the Company's Switched Access Services as provided under the Company's Federal and State Tariff and/or tariffs, or which maintain other types of traffic exchange arrangements with the Company.

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President
Backbone Communications, Inc.
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SECTION 3 Description of Service (cont.)

Each Exchange Access Service is available on a full service basis, whereby service is delivered to a demarcation /connection block at the Customer's premises.

3.9.1 The following Exchange Access Service are offered:

- A. Digital Data
- B. Frame Relay

3.9.2 Digital Data Service

Digital Data Service provides a dedicated point to point digital circuit, with bandwidth ranging from 56 Kbs to 1.544 Mbs, that does not provide dial tone service. Digital Service T-1 required for circuits of 512K or less. Data Only T-1 required for circuits greater than 512K or an endpoint with multiple circuits whose total bandwidth sum to greater than 512K. The circuit is used to enable communications transport between two or more points.

3.9.3 Frame Relay Service

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between /among widely distributed locations. FRS routes Frame Relay data Units between a customer's premises, within a LATA, using assigned Permanent Virtual Circuits (PVCs) provided via a dedicated Frame Relay Subscriber Network Access Line and a switch dedicated to FRS and other high-speed data services. A Frame Relay Subscriber Network Access Line (NAL) is a dedicated digital line utilizing the Frame Relay User to Network Interface standards. A Frame Relay Subscriber NAL provides connectivity from the customer's premises to the telephone company hub or serving wire center. The effective data rate of the line is 56/64 kbps for narrowband connectivity and 1.536 Mbps for wideband connectivity. Each Frame Relay Data Unit is routed through the Frame Relay Network with an address that specifies the PVC connection. A PVC connection is a virtual connection between two Frame Relay Subscriber's NALs, e.g. customer's premises. Each Frame Relay Subscriber NAL is assigned at least one PVC. However, a customer may elect to subscribe to multiple PVCs. Additional PVCs are provisioned over the Frame Relay Subscriber NAL via address mapping, which enables the customer to route Frame Relay Data Units via virtual connections to multiple locations. Frame Relay Service is available only where technically feasible and where Backbone Communications, Inc. has adequate facilities in place to provision it.

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SECTION 3 Description of Service (cont.)

3.10 Other Services

3.10.1 Local Exchange Service:

The Company's Local Telephone Service provide the Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- place or receive calls to 800 telephone numbers ;
- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g. , 900, 976) . Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.10.2 Local Exchange Service - Calling Areas

Geographically defined Local Calling Areas following, Exchange Service provided pursuant to Section 3 part 5, Exchange Access Services bearing the following NPA-NXX designations shall have the following local calling areas:

<u>NPA-NXX</u>	<u>Exchange</u>	<u>Local Calling Areas</u>
----------------	-----------------	----------------------------

(NPA-NXXs to be determined)

3.10.3 Intrastate Switched Telecommunications Service (ISTS)

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis.

3.10.4 Intrastate Dedicated Telecommunications Service (IDTS)

IDTS consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated access type connection(s). Service is provided on intraLATA and interLATA basis.

SECTION 3 Description of Service (cont.)

3.10.5 Toll Free Service

Toll Free Service is a usage –based service where calls are dialed with a specific prefix (800) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of Carrier network arising from calls placed to the Customer’s toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.10.6 Directory Assistance Service

The Company doesn’t provide Directory Assistance Service

3.11 Special Pricing Arrangements-Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges including installation, special; construction, and recurring charges may be established at negotiated rates on an Individual Case Bases (ICB), taking into account such factors as the nature of the facilities and services, the costs of constructions and operation, the volume of traffic commitment and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangements rates or charges will be made available to similarly situated Customers on comparable terms and conditions. Upon reasonable request, the Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rate will be made a part of this Tariff.

3.12 Promotions

The Company may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customers awareness of the Company’s services. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. Such promotions will be offered subject to approval by the Commission and made part of this Tariff.

SECTION 3 Description of Service (cont.)

3.13 Special Rates for the Handicapped

3.13.1 Hearing and Speech Impaired Persons

Intrastate toll message rate for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls, pursuant to section 25-4.079(4) of the Florida Statutes.

3.13.2 Telecommunications Relay Service

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a non-relay call except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent. The above discounts apply not only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge, pursuant to the Telecommunications Relay Rule Section 25-4.160(1) of the Florida Statutes. Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

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SECTION 4 RATES AND CHARGES

4.1 Exchange Access Service

4.1.1 Digital Data Service

Monthly Recurring Charges:

Data Port - requires one per endpoint of 512K or less

Data Port 56K	\$ 40.00
Data Port 128K	\$ 80.00
Data Port 256K	\$ 160.00
Data Port 384K	\$ 240.00
Data Port 512K	\$ 320.00

T-1 Data Port – required for circuits greater than 512K
1.544.Mb \$ 500.00

Cross Connect – requires one per circuit endpoint
Cross Connect per circuit endpoint \$ 100.00

Mileage – mileage between endpoints on a data circuit
Fractional DS1 Mileage – per mile \$ 1.00
DS1 Mileage – per mile \$ 2.00

Non recurring Charges:

Per Data Only T-1 Facility Installation \$1250.00

4.1.2 Frame Relay Service

T-1 Access Digital Facility
(Data Only) \$ 500.00

Data Port – one per circuit endpoint
56K \$ 40.00
128K \$ 80.00
256K \$160.00
384K \$ 240.00
512K \$ 320.00

SECTION 4 Rates and Charges (cont.)

Cross Connect – one per circuit endpoint	\$ 100.00		
Committed Information Rate *	Zone A	Zone B	Zone C
32K	\$ 25.00	\$125.00	\$175.00
56K	\$50.00	\$250.00	\$350.00
128K	\$50.00	\$300.00	\$400.00
256K	\$50.00	\$300.00	\$500.00
384K	\$100.00	\$400.00	\$750.00
512K	\$100.00	\$500.00	\$950.00
1024K	\$300.00	\$1000.00	\$1800.00

Non-Recurring Charges
 Per T-1 Access Facility Installation \$ 1250.00

* Zone A is IntraLATA, Zone B is InterLATA and terminating on Backbone's Network, Zone C is interLATA and terminating off Backbone's Network.

4.2 Other Services

4.2.1 Local Exchange Service:

The following usage charges apply for customer dialed calls:

Mileage Band	Setup Per Call	Per Conversion Minute or Fraction Thereof
0-10 Miles	\$.0375	\$.03
11-22 Miles	\$.0375	\$.05
23-40 Miles	\$.0375	\$.06
41-55 Miles	\$.0375	\$.08

4.2.2 Intrastate Switched Telecommunications Service

Rate per billing increment \$0.0119

4.2.3 Intrastate Dedicated Telecommunications Service

Rate per billing increment \$0.0062

4.2.4 Toll Free Service

Rate per billing increment \$0.019

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Effective: _____

SECTION 4 Rates and Charges (cont.)

4.2.5 Directory Assistance Service

The Company doesn't provide Directory Assistance Service

4.3 Returned Check Charges

The amount of this charge will be \$25.00 if the face value of the returned check is \$50.00 or less, \$30 if the face value is between \$50.00 to \$300.00 and \$40.00 or 5%, whichever greater, if the face value is greater than \$300.00 as set forth in Section 2.11.9 of this Tariff.

4.4 Late Payment Charges

Interest charges of 1.5 percent per month may be assessed on all unpaid balances more than twenty-five (25) days old, as set forth in Section 2.11.8 of this Tariff.

Issued: August 17, 2000

Robert Bral
President

Effective: _____

Backbone Communications, Inc.
1801 Century Park East, Ste. 1830
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Exhibit C
Financial capability.

08/08/00

BBCOM
Balance Sheet
 As of July 31, 2000

	Jul 31, '00
ASSETS	
Current Assets	
Checking/Savings	
1-1000 · CNB-731281	11,218.78
1-1100 · Petty Cash	250.00
Total Checking/Savings	11,468.78
Accounts Receivable	
1-1200 · Trade - Receivables	1,206.00
Total Accounts Receivable	1,206.00
Other Current Assets	
1-1310 · Deposits-Equipment	20,000.00
1-1350 · Security Deposits	
1-1360 · 1801 Century Park East-1...	2,592.00
1-1370 · State Board of Equalization	1,200.00
Total 1-1350 · Security Deposits	3,792.00
1-1400 · Prepaid Expenses	
1-1410 · Taxes	1,600.00
Total 1-1400 · Prepaid Expenses	1,600.00
Total Other Current Assets	25,392.00
Total Current Assets	38,066.78
Fixed Assets	
1-1500 · Office Furniture & Equipment	
1-1505 · Computers/Printers	66,613.90
1-1507 · Office Fixtures/Decor	4,000.00
1-1510 · Office Furniture	77,368.78
1-1515 · Office Equipment	13,135.78
1-1520 · Software	15,613.52
Total 1-1500 · Office Furniture & Equip...	176,731.98
1-1600 · Property & Equipment	
1-1605 · Trade Show Equipment	500.00
1-1610 · Equipment - Routers/Switch...	1,404,631.22
1-1615 · Video Conference Equipment	6,835.23
Total 1-1600 · Property & Equipment	1,411,966.45
1-1700 · Other Fixed Assets	
1-1710 · Start up costs	22,651.27
1-1715 · Organization costs	2,895.00
Total 1-1700 · Other Fixed Assets	25,546.27
Total Fixed Assets	1,614,244.70
Other Assets	
1-1800 · Other assets	
1-1801 · Deposit - Fiber Optics Service	20,000.00
Total 1-1800 · Other assets	20,000.00
Total Other Assets	20,000.00
TOTAL ASSETS	1,672,311.48
LIABILITIES & EQUITY	

08/08/00

BBCOM
Balance Sheet
 As of July 31, 2000

	Jul 31, '00
Liabilities	
Current Liabilities	
Accounts Payable	
2-2000 · Accounts Payable	-5,205.48
Total Accounts Payable	-5,205.48
Other Current Liabilities	
2-2100 · Loans Payable	3,500.00
2-2400 · Payroll Withholdings	
2-2410 · Federal Income Tax	331.32
2-2415 · FICA	170.27
2-2420 · Medicare	39.82
2-2440 · FUTA	-44.80
2-2450 · State Income Tax	59.20
2-2460 · SDI	10.48
Total 2-2400 · Payroll Withholdings	566.29
Total Other Current Liabilities	4,066.29
Total Current Liabilities	-1,139.19
Long Term Liabilities	
2-2300 · Equipment Loans	
2-2305 · Lucent Equipment	518,926.00
Total 2-2300 · Equipment Loans	518,926.00
2-2600 · Loans from Stockholders	1,105,037.37
Total Long Term Liabilities	1,623,963.37
Total Liabilities	1,622,824.18
Equity	
3-3000 · Owners Equity-Robert Brai	
3-3010 · Investments	1,348,374.50
3-3015 · Withdrawals	-30,405.50
Total 3-3000 · Owners Equity-Robert Brai	1,317,969.00
3900 · Retained Earnings	-802,188.72
Net Income	-466,292.98
Total Equity	49,487.30
TOTAL LIABILITIES & EQUITY	1,672,311.48

Backbone Communications
Proforma Income Statements
For Years Ending December 31, 2000 to 2002

	2000	2001	2002
Sales	\$ 18,312,592	\$ 130,457,410	\$ 436,491,873
Interest Income	\$ 76,302	\$ 543,573	\$ 1,818,716
Total Revenue	\$ 18,388,894	\$ 131,000,982	\$ 438,310,590
Less: Returns & Allowances	\$ (549,378)	\$ (3,913,722)	\$ (13,094,756)
Net Sales	\$ 17,839,517	\$ 127,087,260	\$ 425,215,833
Less: Cost of Sales	\$ (17,120,807)	\$ (55,380,454)	\$ (104,735,827)
Gross Margin	\$ 718,709	\$ 71,706,806	\$ 320,480,006
Less: Selling & Marketing Expenses	\$ (7,078,471)	\$ (37,070,746)	\$ (43,812,959)
Less: General & Administrative Expenses	\$ (8,489,647)	\$ (44,461,237)	\$ (52,547,591)
Operating Income	\$ (14,849,409)	\$ (9,825,177)	\$ 224,119,456
Less: Taxes	\$ -	\$ -	\$ (112,059,728)
 Net Income After Taxes	 \$ (14,849,409)	 \$ (9,825,177)	 \$ 112,059,728

Backbone Communications
Proforma Quarterly Balance Sheets
For The Years Ending December 31, 2000 to 2002

	2000	2001	2002
Assets:			
Current Assets:			
Cash	\$ 13,687,715	\$ 171,778,939	\$ 292,029,003
Short-term investments & marketable securities	\$ -	\$ -	\$ -
Accounts Receivable	\$ 10,314,908	\$ 51,813,092	\$ 63,308,357
Notes Receivable	\$ -	\$ -	\$ -
Pre-Paid Expenses	\$ -	\$ -	\$ -
Inventory	\$ -	\$ -	\$ -
Total Current Assets	\$ 24,002,623	\$ 223,592,031	\$ 355,337,360
Property, Plant & Equipment:	\$ 4,680,157	\$ 14,847,713	\$ 81,218,806
Less: Accumulated Depreciation	\$ (542,473)	\$ (742,386)	\$ (10,093,764)
Total Property, Plant & Equipment	\$ 4,137,685	\$ 14,105,327	\$ 71,125,042
 Total Assets	 \$ 28,140,307	 \$ 237,697,358	 \$ 426,462,402
Liabilities & Equity:			
Liabilities:			
Short-term Liabilities:			
Accounts Payable and Accrued Expenses	\$ 13,989,716	\$ 58,371,944	\$ 135,075,259
Long-term Liabilities:			
Total Liabilities	\$ 13,989,716	\$ 58,371,944	\$ 135,075,259
Stockholder's Equity:			
Common-.0001 par value, authorized 130,000,000 and Issued 85 to 130 million shares.	\$ 8,500	\$ 11,000	\$ 13,000
Paid In Excess of Par	\$ 28,991,500	\$ 203,989,000	\$ 203,989,000
Retained Earnings	\$ (14,849,409)	\$ (24,674,586)	\$ 87,385,142
Total Stockholders Equity	\$ 14,150,591	\$ 179,325,414	\$ 291,387,142
 Total Liabilities & Equity	 \$ 28,140,307	 \$ 237,697,358	 \$ 426,462,402

Backbone Communications
Proforma Annual Cashflow Statements
For The Years Ending December 31, 2000 to 2002

	2000	2001	2002
Sources Of Cash:			
Sales	\$ 18,312,592	\$ 130,457,410	\$ 436,491,873
Interest Income:	\$ 76,302	\$ 543,573	\$ 1,818,716
Capital Investment:	\$ 28,000,000	\$ 165,000,000	\$ -
Total Sources of Cash	\$ 46,388,894	\$ 296,000,982	\$ 438,310,590
Uses Of Cash:			
Sales Returns and Allowances	\$ 549,378	\$ 3,913,722	\$ 13,094,756
Costs of Sales	\$ 17,120,807	\$ 55,380,454	\$ 104,735,827
Selling and Marketing Expenses	\$ 7,078,471	\$ 37,070,746	\$ 43,812,959
General & Administrative Expenses	\$ 8,489,647	\$ 44,461,237	\$ 52,547,591
Extraordinary Expenditures	\$ -	\$ -	\$ -
Depreciation & Amortization Expenses	\$ (537,123)	\$ (2,916,402)	\$ (8,190,335)
Taxes	\$ -	\$ -	\$ 112,059,728
Total Uses of Cash	\$ 32,701,180	\$ 137,909,758	\$ 318,060,526
Operating Cashflow:	\$ 13,687,715	\$ 158,091,225	\$ 120,250,063

Exhibit D
Managerial & Technical capabilities.

Management Team

Backbone Communications, Inc. Board of Directors currently has one member, Robert Bral, however, it will expand to a board of seven. Backbone Communications, Inc. will select several outside board members who are leaders in their respective industry and bring selective knowledge and experience to the company board, thereby providing value and expertise.

In addition to the Board of Directors, Backbone Communications, Inc. is currently building an Advisory Council, which provides the management team with a serious intellect and strategic planning advisory vehicle. Such a council is being staffed by long time industry experts, along with theoretical network engineering experts whose expertise in the technical expansion of Backbone's Communications, Inc. network concept and architecture are of great value.

The management team of the company is comprised of the founder, Robert Bral, and other individuals with specific business acumen or management expertise in their field. The overall experience of the management team in the telecommunications environment exceeds a cumulative of 100 years. The management team consists of those individuals listed below:

Founder, President, CEO and CTO - Robert Bral

Mr. Bral, is the President, CEO, and CTO of the company. He founded the company in 1997 based on the belief that the network topology change from old legacy circuit switched network technology to the new packet-based switching environment would produce new opportunities and cost benefits. Mr. Bral has used his past business and network engineering expertise to his benefit constructing key business alliances which have greatly benefited both the customer and Backbone Communications, Inc..

Mr. Bral is responsible for the overall management of the company, strategic planning and working with other senior executives to establish the company's overall goals and objectives.

Backbone Communications, Inc. is Mr. Bral second telecommunications endeavor. In 1988, he founded Bittel Telecommunications Corporation, a long distance telecommunications provider. Within four years, the company grew to provide services in 42 metropolitan areas throughout the United States before being acquired by Brooks Fiber Properties in 1996. Shortly after, Brooks was bought by WorldCom Inc., which later merged with MCI.

In addition to his business activities, Mr. Bral is presently a telecommunications professor at both UCLA in Los Angeles and Golden Gate University in San Francisco. He holds a Bachelor of Science degree in Structural Engineering from San Francisco

State University and a Masters in Telecommunications Engineering from Golden Gate University. He currently resides in Los Angeles, California.

Chief Financial Officer – John Brownell

Mr. Brownell is the primary senior executive responsible for all of Backbone's Communications, Inc. financial operations on a day- to- day basis. Mr. Brownell is an accomplished CPA and has been a senior executive for several companies in the telecommunications business environment. He has more than fifteen years of experience in the telecommunications business environment and has extremely strong management skills. Mr. Brownell was Executive Vice President and Chief Financial Officer of UNINET of Newport Beach, CA for eleven years. Thereafter, he served as CEO of Netsource Communications Inc. Both companies were involved in multiple telecommunications disciplines, and Mr. Brownell was instrumental in the development of an IPO for a subsidiary and a merger for another.

Mr. Brownell graduated with a BBA from Eastern Michigan University and acquired professional Certified Public Accountant status in Michigan. Mr. Brownell has a business command of Spanish and spent six years in Caracas, Venezuela where he served as Senior Auditor for Deloitte and Touche.

Vice President – Sales & Marketing – Thomas A. Welch

Mr. Welch has more than twenty-three years of telecommunications sales and management experience. From 1975 to 1980, Mr. Welch was a sales executive with Sprint where he won many sales awards and was recognized as Sprint's top sales executive. From 1980 to 1987, Mr. Welch was a sales and marketing executive with IBM-owned Satellite Business Systems ("SBS"). Mr. Welch opened SBS's western United States business operations growing it to more than \$580 million in annual revenues in less than twenty-four months. Mr. Welch was recognized by SBS as its highest revenue generator in seven of his eight years of service. MCI Communications purchased SBS in 1987.

From 1988 to 1994, Mr. Welch headed IBM's Telecom Unit and focused on sales and marketing of IBM's telecommunications products to very large corporate customers. Mr. Welch again won sales awards in each of his years of service with IBM. In 1994 Mr. Welch founded C.E. Services, a telecommunications consulting company specializing in domestic and international sales, marketing and operations. In 1997 Mr. Welch joined RSL Communications as Vice President of Carrier Sales. While at RSL, Mr. Welch was responsible for \$380 million in annual revenues earned from international and domestic service.

Vice President – Operations – Arman Afsar

Mr. Afsar is responsible for managing the day-to-day operations of Backbone Communications, Inc. working closely with Robert Bral to establish operating policies and procedures.

He began his career in 1984 with Candle Corporation where he built an information processing operation featured in state and local news reports. In addition, he automated Candle's Customer Support and Call Center operations thus ensuring the quality and reliability of service. In 1988, Mr. Afsar joined Gallant Technologies as Vice President of Research and Development where he and his staff built and maintained the Call Center and telecommunications products and services nationwide.

In 1991, Mr. Afsar joined Bittel Telecommunications, Inc. as Chief Technology Officer and advisor to the CEO. He designed and built all of Bittel's Voice Processing and automation platforms thus reducing costs and driving the company to profitability. In 1996, he joined Earthlink Network, Inc. as Director of Technical Support. As a result of his direct contributions, Earthlink Network earned PC Magazine's Editor's Choice Award for Best Technical Support in the Internet Service Provider industry.

Mr. Afsar has an Engineering degree and an MBA from the University of Southern California where he currently lectures for several Operations and Electronic Commerce classes within USC's Marshall School of Business.

Operations Team

Director of Operations - Lisa Pache

Ms. Pache is the Director of Operations for Backbone Communications, Inc.. In this position Ms. Pache has demonstrated and applied a great acumen of telecommunications knowledge. As a result of her contribution she has become an invaluable asset for Backbone Communications, Inc..

As Operations Manager for ADM, Inc she was primarily responsible for the day-to-day operations of the company and successfully implemented company policies and procedures, trained, hired and supervised staff, analyzed operating costs and created operating budgets. Supervised and completed set up for new office, including: networking and staffing requirements.

Ms. Pache received a Bachelor degree of Science from Buffalo State University in 1992 and she brings to Backbone Communications, Inc., seven years of experience in telecommunications.

Public Relations & Marketing Coordinator – Heather Ross

Ms. Ross joined Backbone Communications in November 1999. Ms. Ross is responsible for the creation of all marketing materials and campaigns, fully involved in the creation and update of the company's web site.

Prior to joining Backbone Communications she worked for Careerpath.com for 10 months.

Ms. Ross graduated from USC with a Bachelor degree in Arts in Public Relations with emphasis in telecom/dotcom/investor relations and multimedia engineering (web design).

She accumulated 2 years of experience in communications and one year on telecommunications.

Network Engineer - Peter Dax M. David

Mr. David began working for Backbone Communications in June 2000. He has demonstrated solid technical knowledge and outstanding capacity to start and complete projects and accomplish requirements in given deadlines without major supervision.

Previously to Backbone Communications, Inc. He was the Information Technology Director for Pamtel, Inc. in New York, where he managed and analyzed switching systems and networks applying E1/T1 integration technology. Mr. David was also involved in the management of the company PABX and EXCELL switching system and the administration of LAN/WAN networks as an additional requirement for client/server systems. Mr. David successfully completed the installation of POP station in Los Angeles, California and New York, New York.

He has proven knowledge in the following technologies: LAN/WAN systems, Telco systems, SS7 and ISDN networks, CSU/DSU applications, SONET technology, Switching technology, EXCELL-Lucent LNX and CNS Switching.

Mr. David received his Bachelor in Science in specialized in Computer Science with a minor in telecommunications from the University of St. John's in New York and brought to Backbone Communications, Inc. an acumen of 4 years of experience in telecommunications.