



April 8, 2002  
Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

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

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Ms. Blanca Bayo, Director  
Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0870

020324-TI

RE: **Silverleaf Communications Inc.**  
Initial Application and Tariff for Authority to Provide Interexchange  
Telecommunications Services within the State of Florida.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Silverleaf Communications Inc. for Interexchange Authority.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be addressed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Shari Dawson  
Consultant to Silverleaf Communications Inc.

Enclosures

cc: Scott Sereboff – Silverleaf Communications Inc.  
file: Silverleaf Communications Inc. - FL  
tms: FLi0200

DOCUMENT NUMBER-DATE

03946 APR-98

FPSC-COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM  
for**

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
WITHIN THE STATE OF FLORIDA**

---

**Instructions**

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

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

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

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

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

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

**2. This is an application for:**

- ☒ **Original Authority** (new company)
- ☐ **Approval of transfer** (to another certificated company)
- ☐ **Approval of assignment of existing certificate** (to a non - certificated company)
- ☐ **Approval for transfer of control** (To another certificated company.)

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

**Silverleaf Communications Inc.**

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

Not Applicable

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

Silverleaf Communications Inc.  
2100 West Loop South, Suite 900  
Houston, TX 77027  
Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 866-928-LEAF

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

Not applicable

**7. Structure of organization:**

- |   |   |
|---|---|
| <input type="checkbox"/> Individual                       | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation              | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership              | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other: Limited Liability Company |   |

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

Not applicable.

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

(B) Indicate if the individual or any of the partners have previously been:

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

**9. If incorporated, please give:**

- (A) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.**

**Corporate Charter #:** Silverleaf Communications Inc.

F02000001209

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

Edwin F. Blanton  
825 Thomasville Road  
Tallahassee, FL 32303

- (C) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.**

**Fictitious Name Registration #:** not applicable

- (D) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

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

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

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

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

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

**(A) The application:**

Shari Dawson, Consultant  
Consultant to Silverleaf Communications Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: 407-740-8575  
Facsimile: 407-740-0613

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

Scott A. Sereboff  
President  
Silverleaf Communications Inc.  
2100 West Loop South, Suite 900  
Houston, TX 77027  
Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 866-928-LEAF

**(C) Tariff:**

Shari Dawson, Consultant  
Consultant to Silverleaf Communications Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: 407-740-8575  
Facsimile: 407-740-0613

**(D) Complaints/Inquiries from customers:**

Scott A. Sereboff  
President  
Silverleaf Communications Inc.  
2100 West Loop South, Suite 900  
Houston, TX 77027  
Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 888-297-2490

**11. List the states in which the applicant:**

**(A) Has operated as an interexchange carrier.**

Silverleaf is presently only authorized to offer long distance service on an interstate basis, and on an intrastate basis in those states where 1+ resale service is not regulated (e.g. Iowa, Utah).

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

Silverleaf is in the process of filing for certification as an interexchange carrier throughout the country.

**(C) Is certificated to operate as an interexchange carrier.**

None.

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

None

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

None

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

None

**12. What services will the applicant offer to other certified telephone companies:**

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Facilities            | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing & Collections | <input type="checkbox"/> Sales     |
| <input type="checkbox"/> Maintenance           |                                    |
| <input checked="" type="checkbox"/> Other      | None anticipated at this time      |

**13. Do you have a marketing program?**

No

**14. Will your marketing program:**

Not applicable

- ☐ Pay commissions?
- ☐ Offer sales franchises?
- ☐ Offer multi-level sales incentives?
- ☐ Offer other sales incentives:

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

Not applicable

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers  |
| <input type="checkbox"/> PATS providers                   | <input type="checkbox"/> PATS station end - users       |
| <input type="checkbox"/> Hotels & Motels                  | <input type="checkbox"/> Hotel & Motel guests           |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> University dormitory residents |
| <input checked="" type="checkbox"/> Other                 | Anyone who uses the Company's services                  |

**17. Please provide the following (if applicable):**

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

Yes, Silverleaf Communications Inc.'s name will appear on the bill.

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

The Company has contracted the services of DCA Services of Oklahoma City, OK. The toll free telephone number for customer inquiries and complaints is 888-297-2490.



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

(A) **Financial capability.**

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including: 1. the balance sheet; 2. income statement; 3. statement of retained earnings

See Attachment III.

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

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

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

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

(B) **Managerial capability.**

See Attachment IV.

(C) **Technical capability.**

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

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

See Attachment II.

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

- ☐ **MTS with distance sensitive per minute rates**
  - ☐ Method of access is FGA
  - ☐ Method of access is FGB
  - ☐ Method of access is FGD
  - ☐ Method of access is 800
- ☐ **MTS with route specific rates per minute**
  - ☐ Method of access is FGA
  - ☐ Method of access is FGB
  - ☐ Method of access is FGD
  - ☐ Method of access is 800
- ☒ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
  - ☐ Method of access is FGA
  - ☐ Method of access is FGB
  - ☒ Method of access is FGD
  - ☐ Method of access is 800
- ☐ **MTS for pay telephone service providers.**
- ☐ **Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- ☐ **(800 Service (Toll free))**
- ☐ **WATS type service (Bulk or volume discount)**
  - ☐ Method of access is via dedicated facilities
  - ☐ Method of access is via switched facilities
- ☐ **Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
- ☐ **Travel service**
  - ☐ Method of access is 950
  - ☐ Method of access is 800
- ☐ **900 service**
- ☐ **Operator Services**
  - ☐ Available to presubscribed customers
  - ☐ Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
  - ☐ Available to inmates
- ☒ **Services included are:**
  - ☐ Station assistance
  - ☐ Person to person assistance
  - ☒ Directory assistance
  - ☐ Operator verify and interrupt
  - ☐ Conference calling

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

Not applicable.

- 22. Other:**

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

**1. REGULATORY ASSESSMENT FEE:**

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

**2. GROSS RECEIPTS TAX:**

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

**3. SALES TAX:**

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

**4. APPLICATION FEE:**

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

**5. RECEIPT AND UNDERSTANDING OF RULES:**

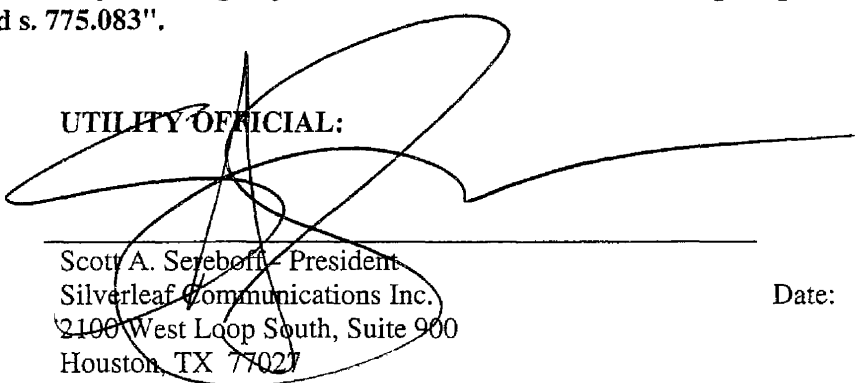
I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange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

**6. ACCURACY OF APPLICATION:**

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Scott A. Sereboff - President  
Silverleaf Communications Inc.  
2100 West Loop South, Suite 900  
Houston, TX 77027  
Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 866-928-LEAF

Date:

**APPENDICES:**

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

**ATTACHMENTS:**

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

**\*\* APPENDIX A \*\***

**CERTIFICATE OF TRANSFER STATEMENT**

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

**Not Applicable.**

**UTILITY OFFICIAL:**

\_\_\_\_\_


**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Scott A. Serdoff - President  
Silverleaf Communications Inc  
2100 West Loop South, Suite 900  
Houston, TX 77027

Date:

Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 866-928-LEAF

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

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

Not applicable

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

(1)	(3)
(2)	(4)

Not applicable

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

(1)	Orlando, Florida	(3)
(2)	Sunrise, Florida	(4)

POP - TO-POP	TYPE	OWNERSHIP
(1)		
(2)		
(3)		

- 4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)**

The Company should have complete statewide coverage via the network arrangements of its underlying carriers.



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

Not applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has (X) or has not ( ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

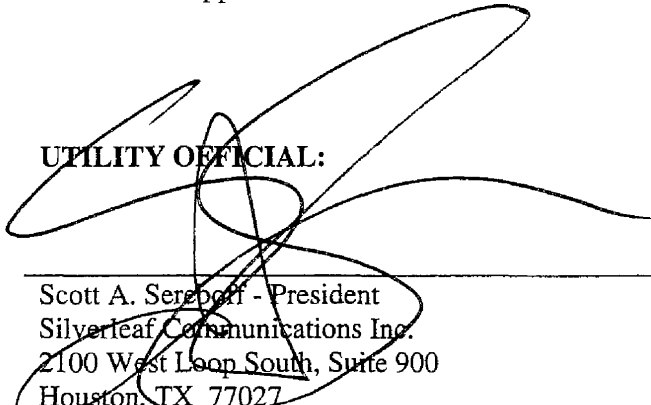
- (A) What services have been provided and when did these services begin?

Beginning in February 2002, the Company has offered a complete set of long distance services, including a small amount of Florida long distance service.

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

Not applicable.

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Scott A. Serepoff - President  
Silverleaf Communications Inc.  
2100 West Loop South, Suite 900  
Houston, TX 77027

Date:

Phone: 713-590-5020  
Fax: 713-590-5021  
Toll Free: 866-928-LEAF

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGES  
AND  
EAS ROUTES**

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

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

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

**Extended Service Area with These Exchanges:**

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.	
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.	
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.	
OCALA:	Bellevue, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.	
DAYTONA BEACH:	New Smyrna Beach.	
TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	

ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

Silverleaf Communications Inc. intends to offer service throughout the State of Florida.

**ATTACHMENT I**  
**AUTHORITY TO OPERATE IN FLORIDA**



## FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

March 8, 2002

TERESA MAGEE, SECRETARY  
CORPORATION GUARANTEE AND TRUST COMPANY  
3331 STREET ROAD  
BENSALEM, PA 19020

Qualification documents for SILVERLEAF COMMUNICATIONS INC. were filed on March 5, 2002 and assigned document number F02000001209. 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.

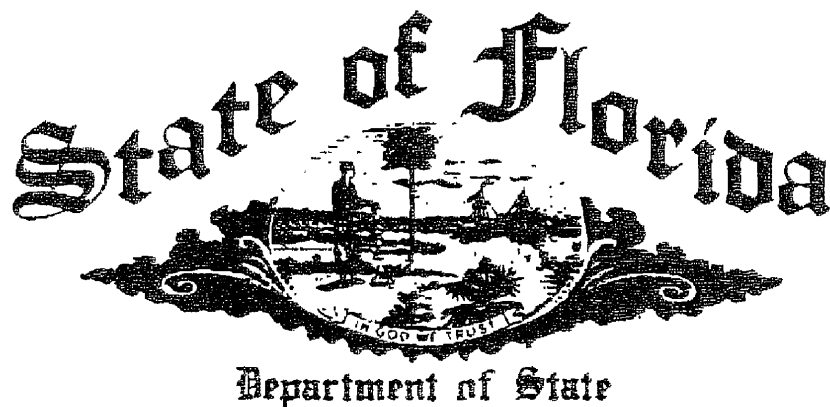
A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, 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) 245-6051, the Foreign Qualification/Tax Lien Section.

Lee Rivers  
Document Specialist  
Division of Corporations

Letter Number: 302A00014161



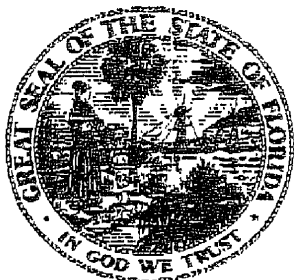
I certify from the records of this office that SILVERLEAF COMMUNICATIONS INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on March 5, 2002.

The document number of this corporation is F02000001209.

I further certify that said corporation has paid all fees due this office through December 31, 2002, 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  
Eighth day of March, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

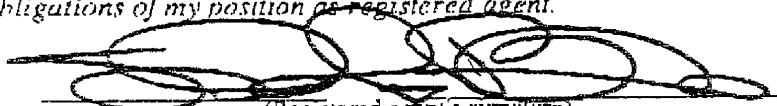
## APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE  
STATE OF FLORIDA:

1. SILVERLEAF COMMUNICATIONS INC.  
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Delaware  
(State or country under the law of which it is incorporated)
3. 76-0660625  
(FBI number, if applicable)
4. June 26, 2000  
(Date of incorporation)
5. perpetual  
(Duration: Year corp will cease to exist or "perpetual")
6. Upon qualification.  
(Date first transacted business in Florida (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))
7. 2100 West Loop South, Suite 900  
Houston, TX 77027  
(Current mailing address)
8. Domestic and international long distance reseller to business and residential  
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida) customers.
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box **NOT** acceptable)  
Name: Edwin F. Blanton  
Office Address: 825 Thomasville Road  
Tallahassee, Florida, 32303  
(Zip Code)

### 10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

RECEIVED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
MAR - 5 PM 12:12

12. Names and addresses of officers and/or directors: (Street address ONLY - P. O. Box NOT acceptable)

A. DIRECTORS (Street address only - P. O. Box NOT acceptable)

Chairman: Scott A. Sereboff  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027  
Vice Chairman: William H. Padgett  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027  
Director: \_\_\_\_\_  
Address: \_\_\_\_\_  
Director: \_\_\_\_\_  
Address: \_\_\_\_\_

Director: \_\_\_\_\_  
Address: \_\_\_\_\_

B. OFFICERS (Street address only - P. O. Box NOT acceptable)

President: Scott A. Sereboff  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027  
CEO: ~~William H. Padgett~~  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027

Secretary: Scott A. Sereboff  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027  
Treasurer: William H. Padgett  
Address: 2100 West Loop South, Suite 900  
Houston, TX 77027

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. \_\_\_\_\_  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)  
14. \_\_\_\_\_  
(Typed or printed name and capacity of person signing application)



**ATTACHMENT II**  
**PROPOSED TARIFF**

TELECOMMUNICATIONS TARIFF  
OF  
Silverleaf Communications Inc.

This rate sheet contains the service descriptions and rates applicable to the furnishing of resold telecommunications services offered by Silverleaf Communications Inc. ("Silverleaf") within the State of Florida.

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**CHECK SHEET**

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

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
Title	Original	26	Original
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	Original
10	Original		
11	Original		
12	Original		
13	Original		
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15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

\* - indicates those pages includes with this filing

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

**D** - Delete or Discontinue

**I** - Change Resulting in an Increase to a rate

**M** - Moved from Another Tariff Location

**N** - New

**R** - Change Resulting in a Reduction to a rate

**T** - Change in Text But No Change to Rate or Charge

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**RATE SHEET FORMAT**

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the rate sheet. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the rate sheet page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
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- D. Check Sheets** - When a rate sheet filing is made with the Commission, an updated Check Sheet accompanies the rate sheet filing. The Check Sheet lists the sheets contained in the rate sheet, 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 this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The rate sheet user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Coordination** - Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

**Additional Billing Increment** - Additional Billing Increment is the rate element used to bill for the chargeable time when a call continues beyond the Initial Billing Increment. Additional Billing Increment begins when the Initial Billing Increment ends (e.g., with the second minute of a call for which the Initial Billing Increment is one minute). Additional rates apply to each Additional Billing Increment, or any fraction thereof, that chargeable time continues beyond the Initial Billing Increment. Thus, for Service with an Initial Billing Increment of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Billing Increment charge and the charge for two (2) Additional Billing Increments.

**Administrative Change** - A change in Customer billing address or contact name.

**Alternate Access** - Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

**ANI** - ANI (Automated Number Identification) refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

**Application for Service** - A standard Company order form which includes all pertinent billing, technical and other descriptive

**ASR** - ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

**Authorization Code** - A numerical sequence which enables a Customer to access Company's network to place a Call and which is used by the Company to identify the customer for billing purposes.

**Authorized User** - A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Bandwidth** - The total frequency band, in hertz, allocated for a channel.

**Bill Date** - The date on which billing information is compiled and sent to the Customer.

**Business (a/k/a Commercial)** - Service which originates from, or is billed to, a line for which the Customer pays a rate that is described solely as a business or commercial rate in the applicable local exchange carrier's tariff for switched services.

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

**Call** - A completed connection between the Calling and Called Stations.

**Called Station** - The telephone number called.

**Calling Station** - The telephone number from which a Call originates.

**Cancellation of Order** - A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

**Channel or Circuit** - A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

**Commission** - The Florida Public Service Commission

**Company** - Silverleaf Communications Inc.

**Company Recognized National Holidays** - The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following federally recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4<sup>th</sup> Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

**Customer** - The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

**Customer Premises/Customer's Premises** - Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

**Dedicated Access/Special Access** - Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

**DS-0** - DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

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

**DS-1** - DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

**Due date** - The Due Date is the date on which payment is due.

**Expedite** - A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

**FCC** - Federal Communications Commission

**Individual Case Basis (ICB)** - Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general rate sheet provisions for such circumstances.

**Initial Billing Increment** - Initial Billing Increment is the initial rate increment of a call placed under any Service provided by Company. The initial rate increment will apply if a call has a minimum duration of the entire Initial Billing Increment or any fraction thereof. Thus, by way of example, for Service with an Initial Billing Increment of (1) minute, a call with an actual duration of less than one (1) minute will be billed the full Initial Billing Increment.

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

**Installation** - The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

**Interexchange Service** - Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

**Interruption** - Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

**Kpbs** - Kilobits per second.

**LATA (Local Access Transport Area)** - A geographical area established for the provision and administration of communications Service of a local exchange company.

**Local Access** - Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence

**Local Access Provider** - Local Access Provider means an entity providing Local Access.

**Local Exchange Carrier (LEC)** - The local telephone utility that provides telephone exchange services.

**Mbps** - Megabits per second.

**Multiplexing** - Multiplexing, or "mixing", is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**N/A** - Not available.

**N/C** - No charge.

**Nonrecurring Charges** - Nonrecurring Charges are one-time charges.

**Payment Method** - The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

**Physical Change** - The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

**Point-of-Presence (POP)** - A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

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

**Primary Route** - The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

**Private Line** - A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

**Private Line Service** - A dedicated full-time transmission Service utilizing dedicated access arrangements.

**Rate Center** - A specified geographical location used for determining mileage measurements.

**Requested Service Date** - The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

**Residential** - Service which originates from, or is billed to, a line for which Customer pays a rate that is described solely as a residential rate in the applicable local exchange carrier's tariff for switched services.

**Restore** - To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**Route Diversity** - Two channels which are furnished partially or entirely over two physically separate routes.

**Service** - Service means any or all Service(s) provided pursuant to this Tariff.

**Service Commitment Period** - The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

**Service Commencement Date** - The day that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or in the rate sheets of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance.

**Service Order** - A written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company is one means of initiating the respective obligations of the parties as set forth therein and pursuant to the rate sheets of the Company, however, the duration of Service is calculated for the Service Commencement Date.

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

**Special Promotional Offerings** - Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

**Start of Service Date** - The Requested Service Date or the date Service first is made available by the Company whichever is later.

**Switched Access** - Nondedicated Local Access between the Customer's Premise and the serving wire center which is interconnected to the Company's Point-of-Presence for origination or termination of Service.

**Transmission Speed** - Data transmission speed or rate, in bits per seconds (bps).

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Silverleaf is a common carrier providing intrastate communications long distance message toll telephone services to Customers within the State of Florida. Silverleaf's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this rate sheet.

Silverleaf provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this rate sheet. Silverleaf may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Silverleaf services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This rate sheet is applicable to telecommunications services provided by Silverleaf within the state of Florida.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or 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. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this rate sheet.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, Cont'd.**

**2.3.2 Deposits**

The Company does not collect deposits at this time.

**2.3.3 Advance Payments**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Payment and Credit Regulations, (Cont'd.)****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

**2.3.5 Payment Due Date and Late Payment Charges**

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

**2.3.6 Return Check Charge**

A return check charge of \$25 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50, \$30 if the face value does exceed \$50 but does not exceed \$300, \$40 if the face value exceeds \$300 or 5% of the value of the check, whichever is greater.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Taxes and Fees**

- 2.4.1** For Debit Card calls, if offered, state and local taxes are included in the stated rates in this rate sheet. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this rate sheet.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Taxes and Fees, (Cont'd.)****2.4.3 Continued****A. Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.26
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.).****2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)****2.5.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.6 Liabilities of the Company**

**2.6.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this rate sheet shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

**2.6.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this rate sheet, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Liabilities of the Company, (Cont'd.)**

- 2.6.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this rate sheet, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4** The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.).****2.7 Refusal or Discontinuance by Company**

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer Calling Cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Silverleaf will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Calling Card codes to replace ones that have been deactivated.
- 2.7.2** Silverleaf may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - B.** For use of telephone service for any purpose other than that described in the application.
  - C.** For neglect or refusal to provide reasonable access to Silverleaf or its agents for the purpose of inspection and maintenance of equipment owned by Silverleaf or its agents.
  - D.** For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refusal or Discontinuance by Company, (Cont'd.)****2.7.2 Continued**

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Silverleaf's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by Silverleaf or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Silverleaf may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Limitations of Service**

- 2.8.1** Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this rate sheet.
- 2.8.2** Silverleaf reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this rate sheet, or in violation of law.
- 2.8.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4** Silverleaf reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Silverleaf's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.10 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.12 Restoration of Service**

Restoration of service shall be accomplished in accordance with Florida Public Service Commission and FCC rules and regulations.

**2.13 Rules Applicable to Toll-Free Services**

- 2.13.1** The Company makes every effort to reserve toll-free (8XX) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.13.2** The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.13.3** If a Customer who has received a toll free number does not subscribe to toll-free 8XX service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.4** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this rate sheet, the Company will only honor Customer requests for a change in Resp. Org. or 8XX service provider for toll free numbers dedicated to the sole use of that single Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Other Rules**

**2.14.1** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

**2.15 Schools and Libraries Discount Program**

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate serviced pursuant to 47 Code of Federal Regulations part 54, subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchased from this price list.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

The Company proposes to offer domestic intrastate service, toll-free calling, dedicated domestic outbound calling, domestic calling card service and directory assistance within the state of Florida under terms of this tariff. The Company will not offer Operator Services.

**3.2 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the bases that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Domestic Intrastate Calling Plan A**

Domestic Intrastate Calling Plan A offers Residential and Business Customers a plan with a flat per-minute, non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Residential or Business line.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Toll-Free Calling Plan A**

Toll-Free Calling Plan A offers Residential and Business Customers a non-distance sensitive charge for their intrastate calling. This Service plan allows for inward dialing in which the Customer, not the Calling Party, pays for the Call's charges. This Service plan may be utilized for termination on a Residential or Business line.

**3.5 Dedicated Domestic Outbound Calling Plan A**

Dedicated Domestic Outbound Calling Plan A is an intrastate dedicated digital Interexchange Channel Service in which Customers employ full-time transmission Service utilizing entirely dedicated access arrangements between Company's network and Customer's premises. The Customer is required to interconnect with Company at the Point-of Presence closest to Customer's premises.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Domestic Calling Card Plan A**

Domestic Calling Card Program A is available to Residential and Business Customers who hold a valid Company Calling Card. Calls are placed by dialing a toll-free number furnished by Company, and then entering the Authorization Code followed by the destination number. This plan only applies to calls completed without live or automated operator assistance. This plan is available to Customers who have a Residential or Business line pre-subscribed to Company for Service.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.7 Directory Assistance**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

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**SECTION 4 - RATES****4.1 Domestic Intrastate Calling Plan A**Rates

Initial Billing Increment: Six (6) Seconds  
Additional Billing Increment: Six (6) Seconds  
  
Per Minute Rate: \$0.1164

**4.2 Toll-Free Calling Plan A**Rates

Initial Billing Increment: Six (6) Seconds  
Additional Billing Increment: Six (6) Seconds  
  
Per Minute Rate:  
48 Contiguous States \$0.1163  
Alaska \$0.3473  
Guam \$0.3618  
Hawaii \$0.2313  
PR/USVI \$0.2313  
Saipan \$0.7388

**4.3 Dedicated Domestic Outbound Calling Plan A**Rates

Initial Billing Increment: Six (6) Seconds  
Additional Billing Increment: Six (6) Seconds  
  
Per Minute Rate:  
48 Contiguous States \$0.063365  
Alaska \$0.144275  
Guam \$0.187775  
Hawaii \$0.173275  
PR/USVI \$0.187775  
Saipan \$0.187775

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**SECTION 4 – RATES, (CONT'D.)****4.4 Domestic Calling Card Plan A**Rates

Initial Billing Increment: Six (6) Seconds  
Additional Billing Increment: Six (6) Seconds

Per Minute Rate: \$0.1305  
Per Call Surcharge: \$0.3500

**4.5 Directory Assistance**

Directory Assistance, per Request \$0.7975

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**SECTION 4 – RATES, (CONT'D.)****4.6 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**4.7 Special Arrangements**

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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**SECTION 4 – RATES, (CONT'D.)****4.8 Special Rates for Presubscribed Handicapped Individuals****4.8.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

**4.8.1 Hearing and Speech Impaired Persons**

Intrastate toll message rate for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

**4.8.2 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

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**ATTACHMENT III**  
**FINANCIAL STATEMENTS**

SILVERLEAF COMMUNICATIONS, INC.  
UNAUDITED BALANCE SHEET  
As of December 31, 2001

	Dec 31, '01	Dec 31, '00
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
SOUTHWEST BANK OF TEXAS	1,526.06	1,526.06
STERLING BANK	87,876.61	14,197.24
Total Checking/Savings	89,402.67	15,713.30
Total Current Assets	89,402.67	15,713.30
Fixed Assets		
COMPUTERS	2,228.95	0.00
Total Fixed Assets	2,228.95	0.00
Other Assets		
AMORT OF ORGANIZATIONAL EXP	-154.00	-154.00
DEPOSITS	24,600.00	3,800.00
ORGANIZATION EXPENSE INCURRED	84,260.00	9,260.00
Total Other Assets	108,706.00	12,906.00
<b>TOTAL ASSETS</b>	<b>200,337.62</b>	<b>28,619.30</b>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Other Current Liabilities		
LETTER OF CREDIT	20,000.00	0.00
LOANS FROM SHAREHOLDERS		
NOTE PAYABLE - WM: H. PADGETT	262,565.35	257,354.44
NOTE PAYABLE - JOHN LUKE McCONN	20,000.00	0.00
NOTE PAYABLE- SCOTT A. SEREBOFF	3,000.00	5,000.00
Total LOANS FROM SHAREHOLDERS	285,565.35	262,354.44
NOTE PAYABLE STERLING BANK	24,500.00	0.00
Total Other Current Liabilities	330,065.35	262,354.44
Total Current Liabilities	330,065.35	262,354.44
Total Liabilities	330,065.35	262,354.44
Equity		
CAPITAL STOCK	661,269.21	71,254.71
PAID IN CAPITAL	6,000.00	0.00
RETAINED EARNINGS	-304,989.85	0.00
Net Income	-492,007.09	-304,989.85
Total Equity	-129,727.73	-233,735.14
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>200,337.62</b>	<b>28,619.30</b>

SILVERLEAF COMMUNICATIONS, INC.  
UNAUDITED PROFIT AND LOSS STATEMENT  
January 2000 through December 2001

	Jan '00 - Dec '01	Jan '99 - Dec '00
Income	0.00	0.00
Expense		
ADVERTISING	19,576.84	11,620.00
AUTO ALLOWANCE	12,750.00	4,000.00
BANK CHARGES	3,140.29	312.00
CONSULTING FEES	10,000.00	0.00
CONTRACT LABOR		
MEGAN HORVATH	2,000.00	0.00
Total CONTRACT LABOR	2,000.00	0.00
CONTRACT LABOR OFFICERS		
R A COUTERMARS	102,666.64	102,666.64
S A SEREBOFF	83,193.05	83,193.05
WM H WORKMAN, JR.	48,750.00	40,500.00
WM H PADGETT	101,250.00	0.00
Total CONTRACT LABOR OFFICERS	335,859.69	226,359.69
CONTRIBUTIONS	200.00	0.00
INTEREST EXPENSE	26,251.10	280.08
OFFICE EXPENSE	24,750.78	13,383.42
ORGANIZATION EXPENSE	154.00	154.00
PAYROLL COSTS	202,004.25	9,466.79
POSTAGE & DELIVERY	225.17	53.94
PROFESSIONAL FEES	24,240.00	4,500.00
RENT	56,360.91	7,841.58
SUSPENSE	0.00	0.00
TELEPHONE	5,082.94	3,509.08
TRAVEL & OTHER EXPENSES	74,391.97	23,509.27
Total Expense	796,996.94	304,989.85
Net Income	-796,996.94	-304,989.85

Silverleaf Communications Inc.'s unaudited Balance Sheet and Profit & Loss Statement included with this application are true and correct.

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Scott Sereboff, President



**ATTACHMENT IV**  
**MANAGERIAL AND TECHNICAL CAPABILITIES**

## **Silverleaf Communications Inc.**

### **Executive Profiles**

#### **William H. Padgett, CEO & Founder**

Mr. Padgett, 54, co-founded Silverleaf Communications Inc. in March of 2000. Mr. Padgett conceived the concept of infinity<sup>you</sup> based on his experience in the "day trading" industry and the way that industry changed the buying and selling of stocks. With extensive experience in investment banking, securities, and real estate development. Mr. Padgett saw the concept of infinity<sup>you</sup> as a way to change the telecommunications industry. Prior to founding Silverleaf Communications Inc., Mr. Padgett was a consultant to Block Trading, Inc., a Houston based company involved in the day trading of NASDAQ listed securities. While the consultant, over 40 new offices were opened around the United States. Mr. Padgett was also involved in the start-up of an Internet "day trading" software firm that was sold to Charles Schwab for \$488,000,000. From 1986 to 1995 Mr. Padgett was President and CEO of Barrington Investments, Inc., a real estate development company involved in multi-family housing, hotel, land development, and office building projects. As a partner and Executive Vice President of J.L. Watson Company, Inc., from 1978 to 1986, Mr. Padgett developed over \$200,000,000 of real estate.

Mr. Padgett holds a Bachelor of Science in Civil Engineering from the University of Florida.

#### **Scott A. Sereboff, President & Founder**

Mr. Sereboff, 32, co-founded Silverleaf Communications Inc. in March of 2000. Mr. Sereboff has been wholly responsible for taking the concept of infinity<sup>you</sup> and turning it into a viable network that can provide, thanks to ISISJ, a direct link from the world of the wholesale carrier to the business end user. Prior to forming Silverleaf, Mr. Sereboff was the Chief Technical Officer and network designer for NorthStar Telecom, Inc., and developed a Voice over Internet Protocol network into the People's Republic of China in conjunction with CoTech Communications and JiTong Communications of China. Mr. Sereboff also served as a Director of Carrier Sales for LD Exchange.com and was the lead technical negotiator for International Teleconnect during a telecom joint venture with Inter Sputnik into Russia. He began his career with FCT Telecom, Inc. where he was instrumental in the development of such products as a fax over frame relay system, an MCI-FCT-Avantel Mexico network, and the sale of over 15,000,000 minutes of wholesale voice traffic.

Mr. Sereboff holds a Bachelor of Arts from the University of Texas at Austin.