



DEPOSIT  
D713

DATE  
FEB 18 1998

February 17, 1998  
OVERNIGHT

980259-TI

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

Florida Public Service Commission  
Division of Administration, Room G-50  
2540 Shumard Oaks Boulevard  
Gerald L. Gunter Bldg. Room 270  
Tallahassee, FL 32399-0850

Tel 407-740-8575  
Fax 407-740-0613  
tmi@tmunc.com

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

Dear Sir/Madam:


Enclosed for filing are the original and twelve (12) copies  
of the above-referenced application of ORBINET Inc.

Also enclosed is a Technologies Management, Inc. check in  
the amount of \$250, to cover the filing fee.

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

I may be reached at (407) 740-8575 with any questions,  
comments or correspondence regarding this application.  
Thank you for your assistance.

Sincerely,



Thomas M. Forte  
Consultant to  
ORBINET Inc.

Enclosures

cc: P. Frost - ORBINET  
to file: ORBINET - FL  
TMX# FLD9800

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

Initials of person who forwarded check  
A.J.

DOCUMENT NUMBER-DATE  
02366 FEB 18 98  
FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

Application Form

for

Authority to Provide Interexchange Telecommunications Service  
Between Points Within the State of Florida

To: Florida Public Service Commission  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

1. This is an application for:

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

2. 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.
- Alternative Operator Service** - 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.
- Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

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

ORBINET Inc.

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

ORBINET Inc.

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

ORBINET Inc.  
7640 NW. 25th Street, Suite 109  
Miami, Florida 33122  
Telephone: (305) 477-2546  
Facsimile: (305) 477-9357

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

Same as above.

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, _____	

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: Not Applicable.

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

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

9. If incorporated, please give:

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

Corporate charter number: P96000064904

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

Yesit J. Campo  
85 Grand Canal Drive, Suite 102  
Miami, Florida 33144

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

Fictitious name registration number: Not applicable.

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

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

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

- (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 or stockholder of the company is an officer, director, partner 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:

Thomas M. Forte  
Consultant to ORBINET Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

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

Yesit J. Campo - Regulatory Manager  
ORBINET Inc.  
7640 NW. 25th Street, Suite 109  
Miami, Florida 33122  
Telephone: (305) 477-2546  
Facsimile: (305) 477-9357

(c) Tariff:

Thomas M. Forte  
Consultant to ORBINET Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Customer Service Manager  
ORBINET Inc.  
7640 NW. 25th Street, Suite 109  
Miami, Florida 33122  
Telephone: (305) 477-2546  
Facsimile: (305) 477-9357

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

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

ORBINET is presently in the process of filing applications in the southeastern United States.

(c) Is certified 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 and Collection                                 | <input type="checkbox"/> Sales     |
| <input type="checkbox"/> Maintenance  |                                    |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

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

15. Explain any of the offers checked in question 13 (to whom, what amount, type of franchise, etc.).

ORBINET plans to market services through direct mailings, sales agents, direct sales and direct telemarketing.

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Residential customers  | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers  | <input type="checkbox"/> PATS station end-users        |
| <input type="checkbox"/> Hotels & motels   | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities  | <input type="checkbox"/> Univ. dormitory residents     |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the company's service</u> |  |

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, ORBINET will appear on the bill received by the Customer.

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

The company will provided its own billing services.

18. 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.



19. 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

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

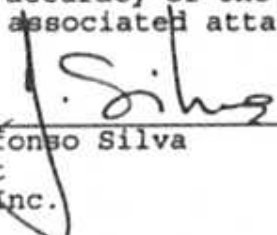
For direct dialed calls: 1 + Destination #,

For prepaid card calls: Toll Free #, Access Code then destination #, including area code.

21. 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 one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax, or other currently applicable percentage, 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. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **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 telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

  
\_\_\_\_\_  
Jaime Alfonso Silva  
President  
ORBINET Inc.

02/02/98  
Date

**APPENDICES**

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

**ATTACHMENTS:**

- I - Florida Secretary of State Registration
- II - Proposed Tariff
- III - Financial Statements
- IV - Resumes

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, \_\_\_\_\_, current holder of certificate number \_\_\_\_\_, have reviewed this application and join in the petitioner's request.

**NOT APPLICABLE**

\_\_\_\_\_  
Signature of owner or chief  
officer of the certificate  
holder.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

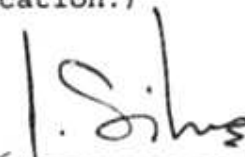
APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

By

  
\_\_\_\_\_  
Jaime Alfonso Silva  
President  
ORBINET Inc.

Date:

02/02/98

APPENDIX C

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None. 2)

3) 4)

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

POP-to-POP                      TYPE                      OWNERSHIP

1) None

2)

3)

ORBINET does not maintain any points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by ORBINET's underlying carrier(s).

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)

Statewide.

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

Not applicable for 1+ calls.

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

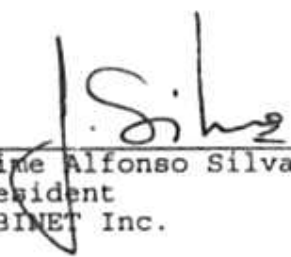
- (a) What services have been provided and when did these service begin?

Not applicable.

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

Not applicable.

By

  
\_\_\_\_\_  
Jaime Alfonso Silva  
President  
ORBINET Inc.

Date: \_\_\_\_\_

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.

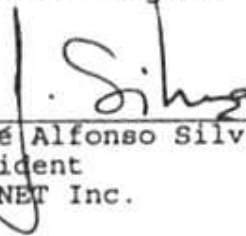
In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Jacksonville  
Gainesville  
Daytona Beach  
Ocala  
Orlando  
Cocoa  
Melbourne  
West Palm Beach  
Miami  
Pensacola  
Panama City  
Tallahassee  
Titusville

Tampa  
Clearwater  
St. Petersburg  
Lakeland  
Winter Park  
Ft. Lauderdale  
Pompano Beach  
Hollywood  
North Dade  
Sarasota  
Ft. Myers  
Naples

ORBINET intends to offer service throughout the State of Florida.

By

  
\_\_\_\_\_  
Jaime Alfonso Silva  
President  
ORBINET Inc.

Date: \_\_\_\_\_

ATTACHMENT I  
AUTHORITY TO OPERATE IN FLORIDA



# State of Florida



## Department of State

I certify from the records of this office that ORBINET, INC. is a corporation organized under the laws of the State of Florida, filed on August 2, 1996.

The document number of this corporation is P96000064904.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 496A00037126-080296-P96000064904-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of August, 1996

Authentication Code: 496A00037126-080296-P96000064904-1/1



CR2EO22 (1-95)

*Sandra B. Mortham*

Sandra B. Mortham  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

August 5, 1996

ORBINET, INC.  
7640 N.W. 25TH ST.  
SUITE 109  
MIAMI, FL 33122

The Articles of Incorporation for ORBINET, INC. were filed on August 2, 1996, and assigned document number P96000064904. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H96000010764.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service 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 questions regarding corporations, please contact this office at the address given below.

Jerri Weinmann  
Staff Assistant  
New Filings Section  
Division of Corporations

Letter Number: 496A00037126

CERTIFICATE OF INCORPORATION  
OF  
ORBINET. INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation under the laws of the State of Florida, by and under the provisions of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation for profit.

ARTICLE I - NAME

The name of the corporation shall be:

Orbinet. Inc.

ARTICLE II - PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

7640 N.W. 25th St Ste 109  
Miami, Fl 33122

ARTICLE III - PURPOSE

The corporation shall have perpetual existence and may engage in any and all business permitted under the laws of the State of Florida and the United States.

ARTICLE IV - CAPITAL STOCK

This Corporation is authorized to issue 1,000 shares of \$1.00 ( one ) par value common stock.

ARTICLE V - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new common stock of this corporation, shall have the right to purchase his pro-rata share (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

Prepared by: Yesit J. Campo  
85 Grand Canal Dr Ste 102  
Miami, Fl 33144  
(305) 262-4990

H96000010764

ARTICLE VI-INITIAL REGISTERED AGENT AND ADDRESS

The name and address of the initial registered agent is:

Yesit J. Campo  
85 Grand Canal Drive Ste 102  
Miami, Florida 33144

ARTICLE VII - BOARD OF DIRECTORS

This corporation shall have two directors initially. The number of directors may be either increased or diminished from time to time by the by-laws, but shall never be less than one (1). The initial directors of this corporation are:

Jaime A. Silva  
President \ Treasurer

7640 N.W. 25th St ste 109  
Miami, Fl 33122

Alberto Carrizosa  
Vice-pres/Secretary

5302 S.W. 89 Ave  
Miami, Fl 33165

ARTICLE VIII - INCORPORATOR

The name and street address of the incorporator to these articles is:

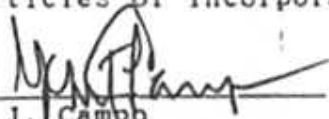
Yesit J. Campo  
85 Grand Canal Dr Ste 102  
Miami, Fl 33144

ARTICLE IX - INDEMNIFICATION

The corporation shall indemnify any officer or director, or any former officers or directors to the full extent permitted by law.

ARTICLE X - BY LAWS

The power to adopt, alter, amend or repeal the by-laws shall be vested in the board of directors and the shareholders. In witness whereof, the undersigned incorporator has executed these articles of incorporation this 2th day of August, 1996

  
\_\_\_\_\_  
Yesit J. Campo

ATTACHMENT II  
PROPOSED TARIFF

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
ORBINET INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by ORBINET Inc. ("ORBINET") with principal offices located at 4400 MacArthur Boulevard, Suite 410, Newport Beach, California 92660. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: February 18, 1998

EFFECTIVE:

ISSUED BY:

Jaime A. Sliva, President  
ORBINET, Inc.  
7640 N.W. 25th Street, Suite 109  
Miami, Florida 33122

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**CHECK SHEET**

The Sheets of this tariff are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<u>SHEET</u>	<u>REVISION</u>
1	Original *
2	Original *
3	Original *
4	Original *
5	Original *
6	Original *
7	Original *
8	Original *
9	Original *
10	Original *
11	Original *
12	Original *
13	Original *
14	Original *
15	Original *
16	Original *
17	Original *
18	Original *
19	Original *
20	Original *
21	Original *
22	Original *
23	Original *
24	Original *
25	Original *
26	Original *

\* - Indicates sheets included with this filing

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ISSUED: February 18, 1998

EFFECTIVE:

ISSUED BY: Jaime A. Sliva, President  
ORBINET, Inc.  
7640 N.W. 25th Street, Suite 109  
Miami, Florida 33122

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ISSUED: February 18, 1998

EFFECTIVE:

ISSUED BY: Jaime A. Sliva, President  
ORBINET, Inc.  
7640 N.W. 25th Street, Suite 109  
Miami, Florida 33122



**SYMBOLS**

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but no Change in Rate or Charge.

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ISSUED: February 18, 1998

EFFECTIVE:

ISSUED BY: Jaime A. Sliva, President  
ORBINET, Inc.  
7640 N.W. 25th Street, Suite 109  
Miami, Florida 33122

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 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. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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ISSUED: February 18, 1998

EFFECTIVE:

ISSUED BY: Jaime A. Sliva, President  
ORBINET, Inc.  
7640 N.W. 25th Street, Suite 109  
Miami, Florida 33122

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS****1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LEC	-	Local Exchange Carrier

**1.2 Definitions**

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated in U.S. dollars. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - ORBINET Inc. unless otherwise clearly indicated by the context.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

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EFFECTIVE:

ISSUED BY: Jaime A. Sliva, President  
ORBINET, Inc.  
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Miami, Florida 33122

---

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd)**

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**ORBINET** - refers to ORBINET Inc.

**Personal Account Code** - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

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---

**SECTION 2.0 - RULES AND REGULATIONS****2.1 Undertaking of ORBINET**

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

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

The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited.

**2.2 Limitations of Service**

2.2.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 ORBINET reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 ORBINET reserves the right to discontinue the offering of 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 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liabilities of the Company**

- 2.3.1 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 tariff 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.
- 2.3.2 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 tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.3.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber 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

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liabilities of the Company, (Cont'd.)****2.3.3, (cont'd.)**

arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber 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.

**2.3.4**

The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer after the expiration date assigned to each Debit Account.

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Jaime A. Sliva, President  
ORBINET, Inc.  
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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.4 Interruptions of Service****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Refusal or Discontinuance by Company**

ORBINET may, upon five (5) working days written notice, refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused without notice for the following conditions:

- 2.5.1 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 When the Available Account Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- 2.5.4 When the established expiration date of the Customer Account is reached.
- 2.5.5 In the event of Customer use in such a manner as to adversely affect the Company's equipment, the Company's service to others, or the Company's financial position.
- 2.5.6 In the event of tampering with the equipment furnished and owned by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.5 Refusal or Discontinuance by Company, (Cont'd.)**

- 2.5.7** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.5.8** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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---

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment and Credit Regulations****2.6.1 Payment Arrangements**

For Subscriber Services, all charges due by the Customer are payable to any agency duly authorized to receive such payments. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer.

Payments for service provided in association with Company-issued Debit Accounts must be received by the company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code.

For Prepaid Card Services, all payments for service must be received by the Company or its authorized agent prior to the activation of the Customer Account Code in the Company's system. Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of ORBINET's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

**2.6.2 Deposits**

The Company does not collect deposits from its Customers. Payment for a prepaid debit card does not constitute a customer deposit.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment and Credit Regulations, (Cont'd.)****2.6.3 Advance Payments**

The Company does not collect advance payments from its Customers. Payment for a prepaid debit card does not constitute an advance payment.

**2.6.4 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax) are included in the Initial Balance of the prepaid debit card, but not in the quoted per minute rates.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.7 Use of Service**

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

**2.8 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.9 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.10 Employee Concessions**

The Company does not provide for employee concessions.

**2.11 Other Rules**

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.

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**SECTION 3.0 - DESCRIPTION OF SERVICE****3.1 General**

ORBINET provides direct dialed one plus and Prepaid Card Services for communications originating and terminating within the State of Florida under terms of this tariff.

**3.2 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.3 Timing of Calls**

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional billing increments are specified in Section 4.
- 3.3.4 There is no billing applied for incomplete calls.

**3.4 Applicable Rate Periods**

Usage rates are subject to the following time-of-day, rate periods:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	PEAK RATE PERIOD						
5:00 PM TO 11:00 PM*	OFF-PEAK PERIOD						
11:00 PM TO 8:00 AM*							

\* to, but not including

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and NECA FCC Tariff No. 4.

Formula:

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 ORBINET Debit Card Service - I**

ORBINET Debit Card Service is a Debit Card service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number.

Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed. Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. ORBINET Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

**3.6.1 Exclusions**

Calls to 500,700, 800 and 900 numbers  
Calls requiring the quotation of time and charges  
Air to ground and high seas service

**3.6.2 Service Availability**

- (A) All calls must be charged against a Company Debit Card that has sufficient available balance.
- (B) A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to recharge their current card.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 ORBINET Debit Card Service - I, (Cont'd.)

3.6.2 Service Availability, (cont'd.)

- (C) Calls in progress will be terminated by the Company if the balance on the Company Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enters another valid Company Debit Card prior to termination.
- (D) Payment for the Company Debit Card and any Available Usage in a Customer's Debit Account is non-refundable.

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## SECTION 4.0 - RATES, (CONT'D.)

## 4.2 ORBINET Debit Card Service - I

Per Minute rate:	Peak \$0.69	Off-Peak \$0.59
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**SECTION 4.0 - RATES, (CONT'D.)****4.3 Exemptions and Special Rates****4.3.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the off-peak rate during peak rate period.
- B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.3.2 Directory Assistance Exemptions**

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

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**SECTION 4.0 - RATES, (CONT'D.)****4.3 Exemptions and Special Rates, (Cont'd.)****4.3.3 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. ORBINET will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.4 Late Payment Charge**

The Company does not bill a late fee.

**4.5 Return Check Charge**

The Company will assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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Jaime A. Sliva, President  
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Miami, Florida 33122

ATTACHMENT III  
FINANCIAL STATEMENTS

ORBINET INC

INCOME STATEMENT

FOR THE QUARTER AND FOUR QUARTERS ENDED JUNE 30, 1977

	YEAR TO DATE		\$
SALES:			
Sales	\$303,918.35	100.0	
	.....	.....	
TOTAL SALES	303,918.35	100.0	
	.....	.....	
COST OF GOODS SOLD:			
Airtime Charges	137,997.73	45.4	
	.....	.....	
TOTAL AVAILABLE INVENTORY	137,997.73	45.4	
	.....	.....	
TOTAL COSTS OF GOODS SOLD	137,997.73	45.4	
	.....	.....	
GROSS PROFIT	165,920.62	54.6	
	.....	.....	
OPERATING EXPENSES	58,047.08	19.1	
	.....	.....	
OPERATING PROFIT	107,873.54	35.5	
	.....	.....	
INCOME BEFORE TAXES	107,873.54	35.5	
	.....	.....	
NET INCOME	\$107,873.54	35.5	
	.....	.....	



ORBINET INC  
STATEMENT OF RETAINED EARNINGS  
JUNE 30, 1997

EXHIBIT "C"

Add: NET INCOME - (exhibit)	\$107,871.54
	-----
RETAINED EARNINGS - (end)	\$107,871.54
	-----

ORBINET INC

BALANCE SHEET SCHEDULES  
JUNE 30, 1997

PAYROLL TAXES PAYABLE:

Federal withholding	\$ 911.80
FICA withheld	738.20
FUI - Employer	(5.76)
SUI - Employer	(19.42)
FICA - Employer portion	442.92
Deposits - FICA and Federal W/H	(1,910.54)

TOTAL PAYROLL TAXES PAYABLE

\$ 157.10

ORBINET INC

BALANCE SHEET  
 JUNE 30, 1997

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
Payroll taxes payable	\$ 157.10	
	-----	
TOTAL CURRENT LIABILITIES		\$ 157.10
OTHER LIABILITIES:		
		-----
TOTAL LIABILITIES		157.10
STOCKHOLDERS' EQUITY:		
COMMON STOCK: 1,000 shares authorized		
1,000 shares issued and		
outstanding	1,000.00	
Additional paid-in capital	18,978.90	
RETAINED EARNINGS (Exhibit "C")	107,871.54	
	-----	
TOTAL STOCKHOLDERS' EQUITY		127,850.44
		-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$128,007.54
		=====

ORBINET INC

BALANCE SHEET SCHEDULES  
JUNE 30, 1997

DEPRECIABLE PROPERTY AND EQUIPMENT:

Furniture and Fixtures	\$ 100.00	
Machinery and Equipment	6,809.94	
Office equipment	1,156.00	
	-----	

TOTAL DEPRECIABLE PROPERTY & EQUIPMENT		8,065.94
--	--	----------

TOTAL ACCUMULATED DEPRECIATION

NET DEPRECIABLE PROPERTY & EQUIPMENT		----- \$ 8,065.94 -----
--------------------------------------	--	-------------------------------

ORBINET INC

BALANCE SHEET  
JUNE 30, 1997

ASSETS

CURRENT ASSETS:

Cash in bank - operating

\$119,941.60

TOTAL CURRENT ASSETS

\$119,941.60

Depreciable property and  
equipment at cost

\$ 8,065.94

Less: Accumulated depreciation

NET DEPRECIABLE PROPERTY AND EQUIPMENT

8,065.94

NET PROPERTY AND EQUIPMENT

8,065.94

OTHER ASSETS:

TOTAL ASSETS

\$128,007.54

ORBINET INC

SCHEDULE OF OPERATING EXPENSES  
 FOR THE QUARTER AND FOUR QUARTERS ENDED JUNE 30, 1997

	YEAR TO DATE	*
OPERATING EXPENSES:		
Bank charges	\$ 1,173.75	10.00
Commissions	41,200.00	10.00
Delivery	2,800.00	10.00
Miscellaneous expense	2,900.00	10.00
Office expense	4,400.00	10.00
Office supplies	3,400.00	10.00
Payroll taxes	1,000.00	10.00
Postage	1,000.00	10.00
Professional fees	0.00	10.00
Salaries - General	9,000.00	10.00
Telephone	1,500.00	10.00
Travel and Entertainment	2,000.00	10.00
TOTAL OPERATING EXPENSES	\$80,000.00	10.00

ATTACHMENT IV  
RESUMES OF KEY PERSONNEL

# Jaime A. Silva

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## Experience & Achievements

1993-1997

ORBINET INC.

### President

- Increased sales from \$1 million to \$3.5 million.
- Created new products that increased earnings by 100%.
- Expanded from Bogotá to Miami, New York, and Medellín. Other projects include Buenos Aires and Rio de Janeiro.
- Revenues grew from \$ 500,000 loss to 100,000 profit in 2 years

1993

MCI COLOMBIA

### Senior Consultant

- Obtained the government telecommunications value added license for the company.
- Defined the technological frame in which are based all the last miles, satellites and fiber implementations for the customer base.

1992-1993

Commware

### Telecommunications Sales Manager

- Expanded sales team from 50 to 100 representatives.
- Tripled division revenues for each sales associate.
- Expanded sales to include mass market accounts.

1989-1992

Colcomp

### Sales Manager

- Expanded territorial sales by 400%.
- Received company's highest sales award four years in a row.
- Developed Excellence In Sales training course.

1987-1989

Dow Chemical

### Project Manager

- Designed the Master Plan for Information Management
- Evaluated multiple technologies to make a mainframe recommendation



**Experience &  
Achievements  
(Cont'd)**

1983-1987 Raymond Chabot International Inc.

**Senior Consultant**

- Master Technology Plan for the Dominican Republic's Health Secretary
- Creation and implementation of a marketing program for Cuban textiles in Canada
- Proposal for the implementation of multiple technologies in the University Hospital of Maracaibo in Venezuela
- Several projects for cooperation between the governments of Canada and Colombia in the areas of lottery, justice and commerce.

**Education**

1972 Universidad del Norte Antofagasta, Chile

- **Geology**

1982 University of Quebec Montreal, Canada

- **B.A. in Information Management**

1984 University of Quebec Montreal, Canada

- **Matrise S.C. in Information Management**

# Alberto Carrizosa

---

## Experience & Achievements

1990–today                      INDUSTRIAS Y CONSTRUCCIONES S.A.  
**Administrative Director**  
■ Major Construction and Investment firm in Colombia

1985–1988                      BOSTON NETWORK INC.  
**Director, President**

1992–today                      GRANAHORRAR S.A.  
**Chairman of the Board of Directors**  
■ Major financial institution  
■ Savings accounts

## Education

1983                              Colegio Nueva Granada              Bogotá, Colombia  
■ **Bachiller**

1988                              Gulliver Preparatory School              Miami, Florida  
• **High School**

1994                              School of Management  
Boston University                      Boston, MA  
■ **Business Administration**



DEPOSIT

DATE

D713

FEB 18 1998

February 17, 1998  
OVERNIGHT

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

Florida Public Service Commission  
Division of Administration, Room G-50  
2540 Shumard Oaks Boulevard  
Gerald L. Gunter Bldg. Room 270  
Tallahassee, FL 32399-0850

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

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

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of ORBINET Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250, to cover the filing fee.

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

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely

Thomas M. Forte  
Consultant to



P.O. Drawer 200  
Winter Park, FL  
32790-0200  
210 N. Park Avenue  
Winter Park, FL 32789  
(407) 740-8575



250 PARK AVENUE  
WINTER PARK, FLORIDA 32789

18778

NUMBER  
18778

PAY: TWO HUNDRED FIFTY DOLLARS

DATE

AMOUNT

02/13/98

\*\*\*\*\*\$250.00

TO THE ORDER OF  
FLORIDA PUBLIC SERVICE COMM.  
RECORDS & REPORTING  
2540 SHUMARD OAK BLVD.  
TALLAHASSEE FL 32399-0850

TECHNOLOGIES MANAGEMENT, INC.