



ORIGINAL

October 16, 2000

Mr. Dan Hoppe  
Florida Public Service Commission  
Division of Regulatory Oversight  
Attn: Tariff Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

001582-TI

DEPOSIT  
D379

DATE  
OCT 24 2000

Dear Mr. Hoppe:

Enclosed are the original and six (6) copies of NorthStar Communications, Inc. d/b/a Small Business America's Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott A. White".

Scott A. White  
President

Enclosures

**DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

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

**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ 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 Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

**Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Certification and Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

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

**Original certificate** (new company).

**Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

**Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval of transfer of control:**

Example, a company purchases 51 % of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

NorthStar Communications, Inc

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

NorthStar Communications, Inc d/b/a Small Business America

4. Official mailing address (including street name & number, post office box, city, state, zip code):

8275 South Eastern Avenue, Suite 200

Las Vegas, NV 89123

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

None

6. Select 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.
- (X) **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 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.

7. Structure of organization;

- |                         |                         |
|-------------------------|-------------------------|
| ( ) Individual          | ( ) Corporation         |
| (X) Foreign Corporation | ( ) Foreign Partnership |
| ( ) General Partnership | ( ) Limited Partnership |
| ( ) Other _____         |                         |

8. **If individual, provide:**

Name: \_\_\_\_\_

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

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

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

9. **If incorporated in Florida.** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation.** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

F00000005359

11. **If using fictitious name-d/b/a.** provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:** \_\_\_\_\_

12. **If a limited liability partnership,** provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:

13. **If a partnership,** provide name, title and address of all partners and a copy of the partnership agreement.

**Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

14. **If a foreign limited Partnership.** provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** \_\_\_\_\_

15 Provide **FEID Number**(if applicable): \_\_\_\_\_

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
( )Yes ( )No

(b) If not, who will bill for your services?

**Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

17. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name:** Todd H. Lowe

**Title:** President

**Address:** 16061 Carmel Bay Drive

**City/State/Zip:** Northport, AL 35475

**Telephone No.:** (205) 330-1701 **Fax No.:** (205) 330-1705

**Internet E-Mail Address:** toddlowe@visiology.com

**Internet Website Address:** www.visiology.com

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

**Name:** Scott A. White

**Title:** President

**Address:** 8275 South Eastern Avenue, Suite 200

**City/State/Zip:** Las Vegas, NV 89123

**Telephone No.:** (702) 616-6065 **Fax No.:** 702-616-6066

**Internet E-Mail Address:** Swhite999@aol.com

**Internet Website Address:** www.nsciusa.com

(c) Complaints/Inquiries from customers:

**Name:** See (b) above

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

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None.

(b) has applications pending to be certificated as an interexchange telecommunications company.

West Virginia

(c) is certificated to operate as an interexchange telecommunications company.

NorthStar is certified, registered, or authorized to do business in the states of Iowa, Michigan, Montana, New Jersey, Texas, Utah, Virginia, Utah and Wyoming.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None.

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

None.

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

None.

19. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. if so. please explain.

None.

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

None.

20. The applicant will provide the following interexchange carrier services 1 (check all that apply):

a. \_\_\_\_\_ **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

b.  **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

c.  **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

d.  **MTS for pay telephone service providers**

e.  **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f.  **800 service (toll free)**

g.  **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h.  **Private line services (Channel Services)**  
(For ex. 1.544 mbs., DS-3, etc.)

i.  **Travel service**

- Method of access is 950
- Method of access is 800

j.  **900 service**

k.  **Operator services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

l.  **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

21. 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 D

22. Submit the following:

**A. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

**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.*

Further, the following (which includes supporting documentation) should be provided:

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

See Attachment A

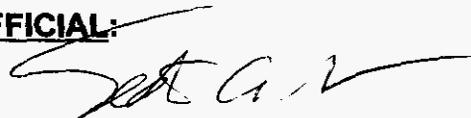
**B. Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

**C. Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

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

**UTILITY OFFICIAL:**

	<u>10/16/00</u>
Signature	Date
<u>President</u>	<u>(702) 616-6065</u>
Title	Telephone No.
<u>Address: 8275 South Eastern Avenue, Suite 200</u>	<u>702-616-6066</u>
	Fax No.
<u>Las Vegas, NV 89123</u>	

**ATTACHMENTS:**

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

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I. (Name) \_\_\_\_\_

(Title) \_\_\_\_\_ of

(Name of Company) \_\_\_\_\_

and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_ have reviewed this application and join in the petitioner's request for

a:

( ) transfer

( ) assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Fax No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

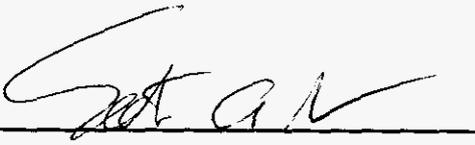
A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please yr check one):

(X) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

( ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

Signature



Date

10/16/00

President

Title

(702) 616-6065

Telephone No.

Address: 8275 South Eastern Avenue, Suite 200

702-616-6066

Fax No.

Las Vegas, NV 89123

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

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Signature

10/16/00  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
(702) 616-6065  
Telephone No.

Address: 8275 South Eastern Avenue, Suite 200

\_\_\_\_\_  
702-616-6066  
Fax No.

\_\_\_\_\_  
Las Vegas, NV 89123  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX D

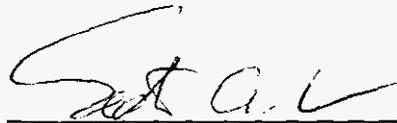
AFFIDAVIT

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

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

  
Signature

President  
Title

10/16/00  
Date

(702) 616-6065  
Telephone No.

(702) 616-6066  
Fax No.

Address: 8275 South Eastern Avenue

Suite 200

Las Vegas, NV 89123

**ATTACHMENT A**

**FINANCIAL CAPABILITY**

**CURRENT BALANCE SHEET**

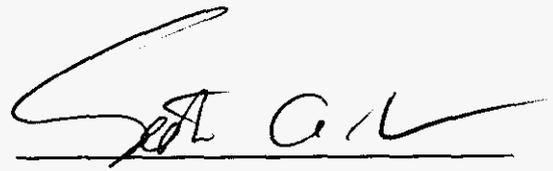
**CURRENT INCOME STATEMENT**

**STATEMENT OF RETAINED EARNINGS**

**Statement of Financial Capability**

In the opinion of management, NorthStar Communications, Inc., has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, NorthStar Communications, Inc. has access to additional funding through financial institutions and if necessary through additional capital from the shareholders.

Scott A. White  
President

A handwritten signature in black ink, appearing to read "S.A. White", is written over a horizontal line.

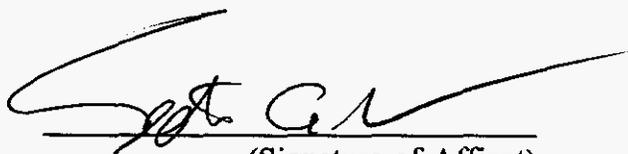
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF CALIFORNIA

COUNTY OF ORANGE

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Scott A. White who first being duly sworn, deposes and says that he is President of NorthStar Communications, Inc. d/b/a Small Business America, applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.

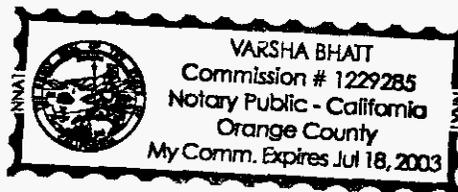


(Signature of Affiant)

Subscribed and sworn before me, this  
17<sup>th</sup> day of October  
2000.

Varsha Bhatt

(Notary Public)



(Seal)

My Commission Expires 7-18-2003

**ATTACHMENT B**

**MANAGERIAL CAPABILITY**

## MANAGERIAL CAPABILITY

### **Scott A. White**

As President of NorthStar Communications, Inc., Mr. White brings over 10 years of valuable telecommunications experience to this company. He was the chief operating officer in one of the most successful and innovative market-driven long distance resellers. He also co-founded a wholesale telecommunications provider and co-founded and served as president of a successful high-volume telecommunications billing company. Mr. White attended Harbor College and El Camino College majoring in Business Administration and has attended numerous industry seminars on telecommunications.

Mr. White believes that entrepreneurs and small businesses should support their local community and actively supports the Braille Institute of Orange County, the Orange County YMCA and the Boy Scouts of America. Mr. White is also an active member of Ascent, formerly known as The Telecommunications Resellers Association.

### **Linda H. White**

Ms. White is Secretary of NorthStar Communications, Inc. From 1980 to 1984, Ms. White held various positions in the art and graphic design industry. Since 1985, Ms. White has owned and operated her own business. She manages production, customer service, and supplier/agent relations. The business has enjoyed continued growth through the referrals of satisfied clients. Ms. White is a graduate of El Camino College in Torrance California.

# **ATTACHMENT C**

## **TECHNICAL CAPABILITY**

NorthStar Communications, Inc. is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

**ATTACHMENT D**

**PROPOSED TARIFF**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by NorthStar Communications, Inc. with principal offices at 8275 South Eastern Avenue, Suite 200, Las Vegas, Nevada 89123. 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: October 16, 2000

Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**CHECK Sheet**

Sheets 1 through 53 of this Tariff are effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

Sheet	REVISION
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
11	Original Sheet
12	Original Sheet
13	Original Sheet
14	Original Sheet
15	Original Sheet
16	Original Sheet
17	Original Sheet
18	Original Sheet

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**CHECK Sheet (continued)**

Sheet	REVISION
19	Original Sheet
20	Original Sheet
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet
30	Original Sheet
31	Original Sheet
32	Original Sheet
33	Original Sheet
34	Original Sheet
35	Original Sheet
36	Original Sheet
37	Original Sheet
38	Original Sheet

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**CHECK Sheet (continued)**

Sheet	REVISION
39	Original Sheet
40	Original Sheet
41	Original Sheet
42	Original Sheet
43	Original Sheet
44	Original Sheet
45	Original Sheet
46	Original Sheet
47	Original Sheet
48	Original Sheet
49	Original Sheet
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51	Original Sheet
52	Original Sheet
53	Original Sheet
54	Original Sheet
55	Original Sheet
56	Original Sheet
57	Original Sheet
58	Original Sheet
59	Original Sheet
60	Original Sheet

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**TABLE OF CONTENTS**

	Sheet No.
Title Sheet . . . . .	1
Check Sheet . . . . .	2
Table of Contents . . . . .	5
Index . . . . .	6
Concurring, Connecting, or Other Participating Carriers . . . . .	7
Symbols . . . . .	7
Tariff Format . . . . .	8
Section 1 - Technical Terms and Abbreviations . . . . .	9
Section 2 - Rules and Regulations . . . . .	11
Section 3 - Description of Services . . . . .	41
Section 4 - Rates and Charges . . . . .	47

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**INDEX**

	Sheet No.
Application for Service . . . . .	25
Bad Check Charge . . . . .	51
Billing Disputes . . . . .	30
Billing Period . . . . .	27
Check Sheets . . . . .	2
Customer Service . . . . .	31
Deposits . . . . .	26
Description of Services . . . . .	41-46
Directory Assistance . . . . .	45, 49, 53
Directory Assistance for Handicapped Person . . . . .	53
Discounts for Hearing Impaired Customers . . . . .	52
Establishment of Credit . . . . .	26
Exemptions and Special Rates . . . . .	52, 53
Inbound Services . . . . .	43, 48
Initial and Additional Period . . . . .	35
Interruption of Service . . . . .	38
Late Charge . . . . .	29
Limitations . . . . .	12-16
Minimum Call Completion Rate . . . . .	46
Outbound Services . . . . .	41, 42, 47
Paragraph Numbering Sequence . . . . .	8
Rates and Charges . . . . .	47-53
Restoration of Service . . . . .	51
Sheet Numbering . . . . .	8
Sheet Revision Numbers . . . . .	8
Taxes . . . . .	36, 37
Termination of Service . . . . .	32
Timing of Calls . . . . .	34, 46
Use of Service . . . . .	22

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**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 To Or 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: October 16, 2000

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

Effective:

### TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. 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.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession and/or primarily uses the service for business purposes.

**Company:** Company refers to NorthStar Communications, Inc. d/b/a Small Business America.

**Commission:** Commission refers to the Florida Public Service Commission or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for any Designated Underlying Carrier used by the Company.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**LEC:** LEC stands for Local Exchange Carrier.

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Scott A. White, President  
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Monthly Usage** - Total usage charges for intrastate, interstate, and international calls for all NorthStar Services.

**MRC:** Monthly Recurring Charge

**State:** "State" refers to the State of Florida.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Total Usage:** The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**TU:** TU stands for Total Usage.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

**U.S.F.:** U.S.F. stands for Universal Service Fund.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

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Scott A. White, President  
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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service**

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.

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Scott A. White, President  
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**SECTION 2 - RULES AND REGULATIONS**

2.2 Limitations On Service (continued)

2.2.3 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company at its discretion deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network.; or,
- (F) A LEC-billed Customer notifies the LEC that the Customer did not subscribe to the Company's Service and/or the LEC advises the Company that the LEC issued a credit to the Customer's account for the Company's portion of the invoice; or,
- (G) Emergency, threatened, or actual disruption of service to other Customers; or
- (H) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

**2.2.4 Conditions under which the Company may, with five (5) working days' written notice, terminate service without liability include, but are not limited to:**

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed the Company for telephone Service.

**2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.**

**2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:**

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to terminate or refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available. In the case of refusal to establish Service, the Company shall notify the Applicant in writing of the reason for such refusal.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations of Services (continued)**

2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an toll free number to another person, the Company may refuse to establish Service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.

2.2.14 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.

2.2.15 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability**

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

**2.3.1 The Company will not be liable for:**

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings, or unless ordered by the Commission.

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

**2.3.1 (continued)**

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

**2.3.7** The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

**2.3.8** In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

2.3.9 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

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Issued: October 16, 2000

Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.4 Use of Service**

2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement. Resellers must be certified by the Florida Public Service Commission.

2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer**

**2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:**

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.

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8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Subscriber is responsible for the payment of charges for calls originated at the Subscriber's telephone numbers, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

**2.6 Application For Service**

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 Establishment of Credit**

**2.7.1 Applicant**

For all services, the Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

**2.7.2 Customer**

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

**2.8 Customer Deposits**

The Company does not collect deposits for services in this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.9 Payment For Services**

**2.9.1 General**

The billing period is one month. Invoices are sent to the Customer's current billing address no later than forty-five (45) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears.

**2.9.2 Methods Of Payment**

The Company utilizes two billing options. They include direct billing and LEC billing.

**(A) Direct Billing By Company Or Authorized Billing Agent**

- .1 Mailed bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail may included with the bill at the Customer's option. The due date is disclosed on the bill. Payment in full is due within twenty-two (22) days of the invoice date on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

(A) Direct Billing By Company Or Authorized Billing Agent (continued)

- .2 Customers who choose the E-Billing option will have their bills available no later than thirty (30) days following the close of billing. Call detail is included with the bill.
- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. If the charge is rejected by the Customer's credit card company, the Customer will be billed using either direct billing or LEC billing at the Company's discretion.
- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

2.9 Payment For Services (continued)

2.9.2 Method Of Payment (continued)

- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose. If at the time the Company issues an automatic withdrawal request to the bank, the withdrawal is rejected by the bank, the Company may assess a insufficient funds charge of \$25.00 and the Customer will be billed using either direct billing or LEC billing at the Company's discretion.
- .6 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

(B) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.9 Payment For Services (continued)**

**2.9.3 Past Due Payments**

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.9.4 Billing Disputes**

Billing disputes are handled by the Company's customer service organization. See Subsection 2.10. of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

**2.9.5 Right to Backbill for Improper Use of Company's Services**

Any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer.

**2.9.6 Billing For Dedicated Access Circuits or Channels**

Dedicated Access circuits may be provided and billed by the LEC. Dedicated Access channels may be purchased from carriers other than the LEC only in accordance with Florida Public Service Commission rules or if the special access channel in jurisdictionally interstate. Charges for the Dedicated Access channel are determined by the access provider.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.10 Customer Service**

**2.10.1 General**

Customer service may be contacted in writing at the address shown on the bill. Customers may contact customer service by dialing a toll-free number listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM Central time Monday through Friday. After hours, the Customer may reach a Company representative by leaving a message on the voice mail.

**2.10.2 Billing Inquiries**

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

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Issued: October 16, 2000

Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.11 Cancellation By Company**

The Company may terminate service to the Customer upon fifteen (15) days' written notice in a separate mailing to the Customer for any condition listed in Paragraph 2.2.4 providing that the name and address of the Customer is known by the Company. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

The discontinuance of service(s) by the Company pursuant to this subsection does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

2.12 Cancellation By Customer

2.12.1 General

Customers may cancel service by giving a written or verbal notice to the Company's authorized representative. The Company places an order with the Underlying Carrier to cancel the Customer's service(s). The Underlying Carrier blocks the service within five (5) to seven (7) days after the cancellation order is received. The Customer is liable for all usage incurred until the service is canceled.

2.12.2 Customers With Switched Access

Customers with Switched Access must contact their LEC to change their primary interexchange carrier ("PIC") code to the IXC of their choice. The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.13 Timing of Calls**

Timing of 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 answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call. There will be no charge for an incomplete call.

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Effective:

Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.14 Initial and Additional Period**

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period is 60 seconds and additional periods are 60 seconds unless stated otherwise in Section 3 - Description Of Services of this tariff.

**2.15 Rounding**

2.15.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a six second increment lasting 52 seconds will be rounded to 60 seconds.

2.15.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

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Scott A. White, President  
8275 South Eastern Avenue, Suite 200, Las Vegas, NV 89123

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**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments**

- 2.16.1 In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the End User for Service(s). All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- 2.16.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities levied against the Company by governmental, quasi-governmental, or other entities such as federal, state, or local government. Such assessments, duties, fees, surcharges, taxes, or similar liabilities shall be paid by the Customer in addition to the charges stated in this Tariff. All such charges shall be shown as a separate line item on the Customer's bill.
- 2.16.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments (continued)**

- 2.16.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Subsection 2.16.1 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.16.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Subsection 2.16.1 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.16.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.17 Interruption of Service**

**2.17.1 General**

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

**2.17.2 All Usage Sensitive Services**

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Subsection 2.3 of this Tariff.

**2.17.3 Monthly Recurring Charges**

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.18 Restoration of Services**

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

**2.19 Promotional Offerings**

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations. These promotions will be approved for the Commission with specific starting and ending dates.

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**SECTION 2 - RULES AND REGULATIONS**

**2.20 Mileage Measurements**

**2.20.1 Mileage Measurements for Switched Access Services**

(A) The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between Serving Wire Centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between Access Lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

(B) Airline mileage between service locations is calculated as follows:

Airline mileage is calculated as follows:

The square root of: 
$$\frac{(V_1-V_2)^2 + (H_1-H_2)^2}{10}$$

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Outbound Services**

**3.1.1 General**

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's TU. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

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**SECTION 3 - DESCRIPTION OF SERVICES**

3.1 Outbound Services (continued)

3.1.2 SBA One Plus

SBA One Plus (see Subsection 4.1.1) is a long distance pricing plan available to low volume Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

3.1.3 SBA Advantage Plus

SBA Premium Plus (see Subsection 4.1.2) is a long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network, subscribe a minimum of three (3) lines to this Service, and have a minimum Monthly Usage of \$100.00. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.2 Inbound Services**

**3.2.1 General**

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location.

**3.2.2 SBA Toll Free**

SBA Toll Free (see Subsection 4.2.1) is a inbound long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.3 Travel Card Services**

**3.3.1 General**

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

**3.3.2 SBA Travel Card**

The SBA Travel (see Subsection 4.4.1) Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.4 Directory Assistance**

**3.4.1 Description of Service**

Intrastate Directory Assistance (see Subsection 4.3) involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

**3.4.2 Availability of Service**

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.5 Timing of Calls**

For rules and regulations regarding timing of calls, see Subsection 2.13 of this Tariff.

**3.6 Billing Increments**

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff for each Service offering.

**3.7 Per Call Billing Charges**

The rules and regulations regarding the methodology used to round the price of a call is covered in Subsection 2.15 of this Tariff.

**3.8 Calculation of Distance**

For the rules and regulations regarding the calculation of distance, see Subsection 2.20 of this Tariff.

**3.9 Minimum Call Completion Rate**

A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D Services (1+ dialing).

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**SECTION 4 - RATES AND CHARGES**

**4.1 Outbound Services**

**4.1.1 SBA One Plus**

SBA One Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.95.

The rate per minute or fraction thereof is \$0.25.

**4.1.2 SBA Advantage Plus**

SBA Advantage Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.95.

The rate per minute or fraction thereof is \$0.1794.

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**SECTION 4 - RATES AND CHARGES**

4.2 Inbound Services

4.2.1 SBA Toll Free

SBA Toll Free has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.95.

The rate per minute or fraction thereof is \$0.15.

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**SECTION 4 - RATES AND CHARGES**

4.3 Directory Assistance

The charge is \$1.10 per call.

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**SECTION 4 - RATES AND CHARGES**

4.4 Calling Card Service

4.4.1 SBA Travel Card

SBA Travel Card has two rate elements, a connection charge and a usage rate per billing increment or fraction thereof.

The Connection Charge is \$0.25.

The rate per minute or fraction thereof is \$0.15.

Calls originating from Payphones will incur a Payphone Surcharge ( See Subsection 4.5.2 of this Tariff.

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**SECTION 4 - RATES AND CHARGES**

**4.5 Miscellaneous Charges**

**4.5.1 Return Check Charge**

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. If the face value of the check is less than \$50, the amount of the return check charge is \$20.00 per occurrence. If the value of the check is \$50 or greater, the return check charge is \$25 per occurrence.

**4.5.2 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

**4.5.3 Restoration of Service Charges**

All Switched Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. Therefore, the Company does not charge for the restoration of intrastate Switched Service.

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**SECTION 4 - RATES AND CHARGES**

**4.6 Exemptions and Special Rates**

**4.6.1 Discounts for Hearing Impaired Customers**

Pursuant to Section 25-4.079 (4) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message which is communicated using a telecommunications devise 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 charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using Services which have no time-of-day pricing element. Those dialed calls using a Service which have a time-of-day pricing element will receive a credit on a subsequent bill equal to applying the evening rate for calls placed during the daytime rate period and the night rates for evening and night calls.

Pursuant to Section 25-4.160 (1) of the IXC Rules For Special Rates For Handicapped Customers, a telephone toll message placed via the relay service will receive a discount of fifty (50) percent of the time-sensitive element of the call. If either party is both hearing and visually impaired, the discount will be sixty (60) percent of the time-sensitive element of the call. The discounts do not apply to per call charges such as calling card surcharges.

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**SECTION 4 - RATES AND CHARGES**

**4.6 Exemptions and Special Rates (continued)**

**4.6.2 Directory Assistance for Handicapped Person**

Pursuant to Section 25-4.115 (3) (a) of the IXC Rules For Special Rates For Handicapped Customers, there will be no charge for up to fifty (50) calls per billing cycle from lines or trunks servicing individuals with disabilities. Such persons must contact the Company for credit on the bill.

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Scott A. White, President  
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**ATTACHMENT E**

SECRETARY OF STATE DOCUMENTATION



**FLORIDA DEPARTMENT OF STATE**  
**Katherine Harris**  
**Secretary of State**

**September 26, 2000**

**UNISEARCH, INC.**  
**590 PARK ST., STE 6**  
**ST PAUL, MN 55103**

Qualification documents for NORTHSTAR COMMUNICATIONS, INC. were filed on September 21, 2000 and assigned document number F00000005359. Please refer to this number whenever corresponding with this office.

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

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

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

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

**Michael Mays**  
**Document Specialist**  
**Division of Corporations**

**Letter Number: 300A00050442**

**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. NorthStar 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. Nevada (State or country under the law of which it is incorporated)
- 3. 88-0437246 (FEI number, if applicable)
- 4. September 28, 1999 (Date of incorporation)
- 5. Perpetual (Duration: Year corp. will cease to existor "perpetual")
- 6. Upon Qualification  
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)
- 7. 8275 S. Eastern Avenue, Suite 200  
Las Vegas, NV 89123-2591  
(Current mailing address)

8. Telecommunication Services  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 526 East Park Avenue  
Tallahassee, Florida, 32301  
(Zip code)

FILED  
 00 SEP 21 AM 9:08  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

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.*

NRAI Services, Inc.  
Beth Perizo  
 (Registered agent's signature)  
 Beth Perizo, Assistant Secretary

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.

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

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

**Section 1**

1. **Small Business America**  
Fictitious Name to be Registered  
590 Park Street, Suite 6

2. Mailing Address of Business  
St. Paul, MN 55103  
City State Zip Code

3. Florida County of principal place of business: \_\_\_\_\_  
"multiple"

4. FEI Number: 88-0437246

**FILED**  
00 SEP 21 AM 9:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This space for office use only

**Section 2**

**A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):**

1. Last First M.I. Address City State Zip Code SS#

2. Last First M.I. Address City State Zip Code SS#

**B. Owner(s) of Fictitious Name If other than individual(s): (Use attachment if necessary):**

1. **NorthStar Communications, Inc.**  
Entity Name  
8275 S. Eastern Avenue, Suite 200  
Address  
Las Vegas, NV 89123-2591  
City State Zip Code  
Florida Registration Number  
FEI Number: 88-0437248  
 Applied for  Not Applicable

2. Entity Name Address City State Zip Code Florida Registration Number FEI Number:  Applied for  Not Applicable

**Section 3**

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

*[Signature]* 9/15/00  
Signature of Owner Date Phone Number: 702-616-8065

Signature of Owner Date Phone Number:

**Section 4**

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:  
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name \_\_\_\_\_, which was registered on \_\_\_\_\_ and was assigned registration number \_\_\_\_\_

Signature of Owner Date Signature of Owner Date

Mark the applicable boxes  Certificate of Status - \$10  Certified Copy - \$30  
Filing Fee: \$50

Note: Acknowledgments/certificates will be sent to the address in Section 1 only. CR4E-001 (5/96)



October 16, 2000

Mr. Dan Hoppe  
Florida Public Service Commission  
Division of Regulatory Oversight  
Attn: Tariff Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399

001582-TI

DEPOSIT      DATE  
D379      OCT 24 2000

Dear Mr. Hoppe:

Enclosed are the original and six (6) copies of NorthStar Communications, Inc. d/b/a Small Business America's Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,

**NORTHSTAR COMMUNICATIONS** 09-99  
8275 SOUTH EASTERN AVENUE  
SUITE 200  
LAS VEGAS, NV 89123  
702-616-6065

CITIBANK AL ASSOCIATION  
3900 PARADISE ROAD  
LAS VEGAS, NV 89109  
1-800-756-7047  
94-171/1224

2531

10/16/2000

**REDACTED**

PAY TO THE ORDER OF Florida Public Service Commission

\$\*\*250.00

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

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

DOLLARS  
Security features included.  
Details on back.

DOCUMENT NUMBER - DATE

13510 OCT 23 8

MEMO Telecommunications Service Application