

**TENNESSEE PUBLIC SERVICE COMMISSION**

460 JAMES ROBERTSON PARKWAY  
NASHVILLE, TENNESSEE 37243-0505

KEITH BISSELL, CHAIRMAN  
STEVE HEWLETT, COMMISSIONER  
SARA KYLE, COMMISSIONER



PAUL ALLEN, EXECUTIVE DIRECTOR

Company ID: 00112769  
Florida Network, U.S.A., Inc.  
40 S. Palafox St.  
Pensacola, FL 32501

BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION  
Nashville, Tennessee August 23, 1995

IN RE: CASE NUMBER: 95-02795

Application for Authority for Operator Services and/or Resell Interexchange (Long Distance) Telecommunications Service and/or Telecommunications Operator Services in Tennessee Pursuant to Rule 1220-4-2-.57.

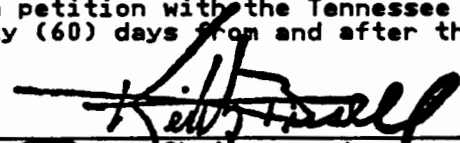

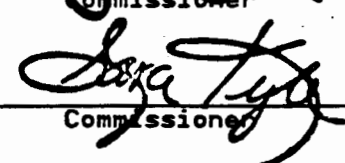
---ORDER---

This matter is before the Tennessee Public Service Commission upon the application of the above-mentioned company for certification as a long distance/interexchange reseller or telecommunication operator service provider in Tennessee. The Commission considered this application at its regularly scheduled Commission Conference held on August 22, 1995 and concluded that the applicant has met all the requirements for certification and should be authorized to provide the resell of interexchange telecommunications service and/or an operator service on an intrastate basis.

IT IS THEREFORE ORDERED:

1. That the above-mentioned company is issued a Certificate of Convenience and Necessity as an interexchange telecommunications reseller and/or an operator service provider for state-wide service in Tennessee as specified in its application on file with the Commission.
2. That said company shall comply with all applicable Commission rules and regulations.
3. That this order shall be retained as proof of certification with this Commission, and may be used to obtain appropriately tariffed access service and billing arrangements from Commission authorized telecommunications service providers.
4. That any party aggrieved with the Commission's decision in this matter may file a Petition for Reconsideration with the Commission within ten (10) days from and after the date of this Order.
5. That any Party aggrieved with the Commission's decision in this matter has the right of judicial review by filing a petition with the Tennessee Court of Appeals, Middle Section within sixty (60) days from and after the date of this Order.

  
Executive Director

  
Chairman  
  
Commissioner  
  
Commissioner

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## APPLICATION FOR CERTIFICATE TO PROVIDE OPERATOR SERVICES AND/OR RESELL INTEREXCHANGE TELECOMMUNICATION SERVICES IN TENNESSEE [RULE 1220-4-2-.57]

### SECTION A

#### Part 1: General Information

A. Name of Applicant Florida Network, U.S.A., Inc.  
Address 40 S. Palafox Street, Pensacola  
State FL Zip Code 32501 Phone No. (904) 438-1653 X2474

B. Owner, Partners, or Corporate Officer

NAME	ADDRESS	CITY	STATE	ZIP CODE
Charles Emling	40 S. Palafox	Pensacola	FL	32501
Robert St. Pierre	same			
Ray Russenberger	same			

C. Name and telephone number of Tennessee contact person authorized to respond to Commission inquiries Monday through Friday.  
Jim Lambeth (904) 438-1653 X 2474 (904) 438-1653 x3015  
Name Tennessee Phone No. Fax No.

D. List a toll-free telephone number that consumers can call to report service problems and/or request refunds or adjustments. 1-800-333-4722

E. Check the type of telecommunication services you plan to provide in Tennessee.  
☒ Resell Interexchange long distance services  
☐ Operator Services  
☐ Other (describe below) \_\_\_\_\_

F. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. Provide the above information on Appendix I.

N/A

G. List the state(s) you are authorized to operate in at this time. Alabama, Iowa, Maryland, Mississippi, Oklahoma and S. Carolina. Applications pending in numerous other states.

(To be filled out by PSC) 7/27/99 9/5/2005  
Company ID Number \_\_\_\_\_  
Date Approved \_\_\_\_\_  
Evaluator \_\_\_\_\_

Mail the completed application and a check for \$50.00 to: Tennessee Public Service Commission, P.O. Box 3412, Nashville, TN 37219-0412. Should you have any questions, call (615) 741-3939.

- H. List all states that you have been denied authority to provide service.  
None
- I. Areas in Tennessee to be served.  
Statewide
- J. What type of customers will the company serve?  
a. Business X  
b. Residential X  
c. Aggregators \_\_\_\_\_  
(e.g. Hotels, Payphones)  
d. Other (specify) \_\_\_\_\_
- K. Do you allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over your network? If yes, specify amount. N/A
- L. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers price for similar services? Yes X No \_\_\_\_\_
- M. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II<sup>1</sup>. Tariff Attached
- N. What is the applicant's 10XXX or 800 access code? N/A
- O. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee? No
- P. What facility-based network will the applicant be reselling? WorldCom
- Q. Will the applicant be utilizing the local telephone company's billing system or billing customers direct<sup>2</sup>? DirectBilling
- R. Describe briefly how the applicant plans to market their services in Tennessee? If an independent telemarketer is going to be used, state company name and address.  
No marketing plan at this time
- S. Describe the procedures the applicant will use to switch a consumer's preferred interexchange service. Letter of Agency/Authorization (LOA) with authorized signature required.

<sup>1</sup>Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

<sup>2</sup>A copy of a bill is required if the applicant is going to bill the customer direct.

- T. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes X No \_\_\_\_\_
- U. Applicant gives permission to the local telephone company to provide the Commission a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tarified rates. Yes X No \_\_\_\_\_

## Part II: Organization Structure

### A. Type of Organization

\_\_\_\_\_ Individual      X Corporation  
\_\_\_\_\_ Partnership      \_\_\_\_\_ Other (Explain on separate sheet)

### B. If partnership and/or Non-resident

- (1) Attach a copy of Articles of Incorporation and current by-laws.
- (2) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

## Part III: Financial Information

- A. Attach a current financial statement showing in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

## Part IV: Display Card

Attach a copy of the display card to be placed on the aggregators telephone which shows what operator services are to be provided. The card must contain all required information listed in the attached Rule (1220-4-2-.57, B)<sup>3</sup>, which includes a toll-free number consumers can call for service problems and refunds.

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<sup>3</sup>It is the responsibility of the reseller or operator service provider to assure that the appropriate display card is affixed to the aggregates telephones.

Part V: Rule Compliance Agreement

A. The Interexchange Reseller or Operator Service Provider applicant, hereby, affirms the following:

- Has received, read, and understands the Tennessee Public Service Commission's (TPSC) Interexchange Reseller Rules and Regulations, (Appendix III)
- Understands the penalties for non-compliance, and all associated fees to provide such service.
- Will comply with the TPSC Interexchange Reseller Rules and all other applicable Commission Rules and state laws, including T.C.A. Section 65-5-206 (Appendix IV),
- That all information provided in the attached registration document is true to the best of my knowledge.

FLORIDA NETWORK, U.S.A., INC.

\_\_\_\_\_  
Company Name Date

Charles Emberg President  
Company Official Title

Subscribed and sworn  
before me this 21st day  
of July, 1995

Benjamin W. [Signature]  
Notary Public

seal

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
FLORIDA NETWORK, U.S.A., INC.**

**FILED**  
**1994 JUL 19 PM 3 11**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

On July 15, 1994, the Board of Directors and Shareholders of **FLORIDA NETWORK, U.S.A., INC.**, (the "Company"), duly adopted the following Amended and Restated Articles of Incorporation pursuant to the provisions of Sections 607.1003 and 607.1007 of the Florida Business Corporation Act:

**ARTICLE I**

**Name**

The name of the Corporation is **FLORIDA NETWORK, U.S.A., INC.** (the "Company").

**ARTICLE II**

**Principal Office**

The address of the principal office and the mailing address of the Company is 40 South Palafox, Pensacola, Florida 32501.

**ARTICLE III**

**Term**

The Company is to have perpetual existence.

**ARTICLE IV**

**Nature of Business**

The Company may engage or transact in any or all lawful activities of business permitted by a corporation under laws of the State of Florida.

## **ARTICLE V**

### **Capital Stock**

The Company shall have the authority to issue 1,000 shares of common stock, \$.01 par value per share.

## **ARTICLE VI**

### **Directors**

The Board of Directors of the Company shall consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Company's Bylaws.

## **ARTICLE VII**

### **Indemnification**

This Company shall indemnify and may advance expenses on behalf of its officers and directors to the fullest extent not prohibited by any law in existence either now or hereafter.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on this 15 day of July, 1994.

FLORIDA NETWORK, U.S.A., INC.

  
\_\_\_\_\_  
Charles A. Emling III  
President

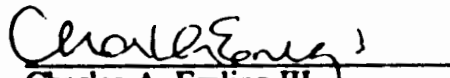
**CERTIFICATE OF THE PRESIDENT OF  
FLORIDA NETWORK, U.S.A., INC.**

Pursuant to the provisions of Section 607.1007(4) of the Florida Business Corporation Act, the undersigned hereby certifies as follows:

1. The Amended and Restated Articles of Incorporation of Florida Network, U.S.A., Inc. (the "Company") attached hereto contain amendments to the Company's Articles of Incorporation that require shareholder approval.

2. The Company's shareholders adopted all of the amendments set forth in the Company's Amended and Restated Articles of Incorporation by majority vote on July 15, 1994, pursuant to Section 607.0704 of the Florida Business Corporation Act. The aforementioned vote satisfies the requirements of Florida law to amend and restate the Company's Articles of Incorporation.

FLORIDA NETWORK, U.S.A., INC.

  
Charles A. Emling III  
President



**ARTICLES OF MERGER OF  
NETWORK SUBSIDIARY, INC., A FLORIDA CORPORATION  
INTO  
FLORIDA NETWORK, U.S.A., INC., A FLORIDA CORPORATION**

FILED  
1994 JUL 19 PM 3:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, NETWORK SUBSIDIARY, INC., a Florida corporation ("NSI") and FLORIDA NETWORK, U.S.A., INC., a Florida corporation (the "Survivor") adopt the following Articles of Merger for the purpose of merging NSI with and into the Survivor.

FIRST: The Plan of Merger is attached hereto as Exhibit A.

SECOND: The Plan of Merger was adopted by the shareholders of each of NSI and the Survivor by unanimous written consent in accordance with the provisions of Sections 607.0704 and 607.1103 of the Florida Business Corporation Act on July 15, 1994.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 15 day of July, 1994.

NETWORK SUBSIDIARY, INC.

By: Charles A. Ehling III  
President - Charles A. Ehling III

FLORIDA NETWORK, U.S.A., INC.

By: Charles A. Ehling III  
President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, made on the 15 day of July, 1994, by and between FLORIDA NETWORK USA, INC., a Florida corporation having its principal offices at 40 South Palafox, Pensacola, Florida 32501 ("Network USA"), and NETWORK SUBSIDIARY, INC., a Florida corporation having its principal offices at 40 South Palafox, Pensacola, Florida 32501 ("Merger Sub").

WHEREAS, Merger Sub desires to merge with and into Network USA and Network USA desires that Merger Sub be merged with and into Network USA, so that Network USA will be the surviving corporation, all upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Florida (the "Merger");

WHEREAS, the terms and conditions of the Merger, the mode of carrying the same into effect, and such other terms and conditions as may be required or permitted to be stated in this Agreement, are set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements, and subject to the conditions herein contained, Network USA and Merger Sub hereby agree as follows:

### SECTION 1.

#### Term

1.1 The term "Effective Time" as used herein is defined to mean the time that the filing of the counterpart of the Articles of Merger with the Secretary of State of the State of Florida is completed.

1.2 At the Effective Time: (i) Merger Sub shall be merged with and into Network USA on the terms and in accordance with the provisions contained in this Agreement; (ii) the separate corporate existence of Merger Sub shall cease; (iii) the corporate existence of Network USA shall continue under the laws of the State of Florida unaffected and unimpaired by the Merger, and (iv) Network USA shall be the surviving corporation of the Merger.

1.3 At the Effective Time, all of the assets and properties of Merger Sub, whether real, personal, or mixed, and whether tangible or intangible, and all of the liabilities and obligations of Merger Sub whether fixed or contingent, shall vest in Network USA as the surviving corporation, without any further action of either Network USA or Merger Sub.

From and after the Effective Time, Network USA shall: (i) possess all of the rights, privileges, immunities, franchises (both public and private), assets and properties (whether real, personal, or mixed, and whether tangible or intangible) of Merger Sub; and (ii) shall be responsible and liable for all of the liabilities and obligations of Merger Sub.

## SECTION 2.

### Conversion of Shares

2.1 At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof (i) each authorized and issued share of common stock of Merger Sub outstanding prior to the Merger shall be exchanged for and converted into common stock of Network USA after the Merger with identical rights in respect thereof; (ii) each authorized and issued share of common stock of Network USA outstanding prior to the Merger shall be converted into one share of common stock of Network Paging Corporation, a Florida corporation ("Network Paging") after the Merger; (iii) each option to acquire shares of common stock of Network USA outstanding prior to the Merger shall be converted into an option to acquire the same number of shares of common stock of Network Paging after the Merger, with the same terms and conditions (including, without limitation, exercise price and expiration date) as set forth in the original Network USA option agreement; and (iv) each authorized and issued share of Series A Preferred Stock of Network USA outstanding prior to the Merger shall be converted into a share of Series A Preferred Stock of Network Paging after the Merger, with the terms and conditions and preferences as set forth in the articles of incorporation of Network Paging, and all accrued, but unpaid dividends of the Series A Preferred Stock of Network USA shall become accrued, but unpaid dividends of the Series A Preferred Stock of Network Paging.

## SECTION 3.

### Articles of Incorporation and Bylaws

3.1 The Articles of Incorporation of Network USA in effect at the Effective Time shall remain the Articles of Incorporation of Network USA, unchanged until amended as provided by law.

3.2 The Bylaws of Network USA in effect at the Effective Time shall be the Bylaws of Network USA, unchanged until amended in accordance with the provisions thereof or as provided by law.

## SECTION 4.

### Officers and Directors

4.1 The officers and directors of Network USA on the effective date of the Merger shall continue as the officers and directors of Network USA for the full unexpired terms of their offices and until their successors have been elected or appointed.

## SECTION 5.

### Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the parties hereto with respect to such subject matter.

5.2 Benefits, Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

5.3 Severability. The invalidity of any one of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law; if any one of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

5.4 Section Headings. This section and the other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

5.5 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be an original and the one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FLORIDA NETWORK USA, INC.

By: Ray M.  
Title: \_\_\_\_\_

NETWORK SUBSIDIARY, INC.

By: Paul  
Title: \_\_\_\_\_

**Secretary of State**

**Corporations Section**

mes K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

ISSUANCE DATE: 07/12/1994  
REQUEST NUMBER: 94193100  
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 04/12/1994  
STATUS: ACTIVE  
CORPORATE EXPIRATION DATE: PERPETUAL  
CONTROL NUMBER: 0277994  
JURISDICTION: FLORIDA

TO:  
THE SEARCH IS ON  
PO BOX 120598

NASHVILLE, TN 37212

REQUESTED BY:  
THE SEARCH IS ON  
PO BOX 120598

NASHVILLE, TN 37212

**CERTIFICATE OF AUTHORIZATION**

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

-----  
"FLORIDA NETWORK USA, INC.",  
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A CORPORATION FORMED IN THE JURISDICTION SET FORTH ABOVE, IS AUTHORIZED TO  
TRANSACTION BUSINESS IN THIS STATE;  
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE  
AUTHORIZATION OF THE CORPORATION HAVE BEEN PAID;  
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

-----  
FOR: REQUEST FOR CERTIFICATE

ON DATE: 07/12/94

FROM:  
TSIO (BOX 120598)  
P. O. BOX 120598

NASHVILLE, TN 37212-0000

	FEES	
RECEIVED:	\$10.00	\$10.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00001675020  
ACCOUNT NUMBER: 00000499



*Riley C Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE