



NEW APPLICATION



0000033352

RECEIVED
AZ CORP COMMISSION

MAR 9 3 26 PM '01

210 N. Park Ave.
Winter Park, FL
32789

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

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

February 15, 2001

Via Overnight
DOCUMENT CONTROL

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

DUCKET NO. T-04001A-01-0219

Re: Application for a Certificate of Convenience and Necessity to provide Competitive Intrastate Telecommunications Services as a Reseller for **Multa Communications Corp., d/b/a Multacom**

Dear Sir/Madam:

Enclosed is the original and ten (10) copies of the application for a Certificate of Convenience and Necessity to provide Competitive Telecommunications Service as a Reseller for **Multa Communications Corp., d/b/a Multacom**.

Please date-stamp the extra copy of this cover letter, and return it in the enclosed self-addressed stamped envelope provided for that purpose.

Any questions pertaining to the enclosed application and tariff may be directed to myself at (407) 740-8575.

Sincerely,

Monique Byrnes, Consultant to
Multa Communications Corp., d/b/a Multacom

MB/mg

cc: Steve Hardy - Multacom
file: Multacom - AZ
tms: azi0201

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunication Services as a Long Distance Reseller

RECEIVED
AZ CORP COMMISSION
MAR 9 3 26 PM '01
DOCUMENT CONTROL

Mail original plus 10 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

DOCKET NO. T-04001A-01-0219

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

Multa Communications, Corp.
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746
Telephone: (562) 699-8000
Facsimile: (562) 463-9900
Toll Free: (888) 466-8582

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

Multacom

(A-3) The name, address, telephone number, facsimile number and E-Mail address of the management contact:

Caroline Roberts, Vice President - Marketing & Business Development
Multa Communications, Corp., d/b/a Multacom
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746
Telephone: (562) 699-8000
Facsimile: (562) 463-9900
Toll Free: (888) 466-8582
E-Mail: caroliner@multacom.com

(A-4) The name, address, telephone number, facsimile number and E-Mail address of the Attorney, if any, representing the applicant:

Not Applicable.

(A-5) What type of legal entity is the applicant?

- Sole proprietorship
- Partnership: _____ limited, _____ general, _____ Arizona, _____ Foreign
- Limited liability company
- Corporation: _____ S, _____ C, _____ non-profit, _____ Arizona, X Foreign
- Other, specify:

(A-6) Include Attachment A. Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

(A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

No.

- 2. If the answer to 1. is yes, identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.**

Not Applicable.

- 3. If the answer to 1. is no, when does your company plan to begin reselling service in Arizona?**

Immediately upon approval.

(A-8) Include Attachment B. Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "illustrative Tariff/Price List Example attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

(A-9) The geographic market to be served is:

Statewide.

(A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

Multacom is in the process of filing applications for authority on a nationwide basis.

(A-11) Provide the name, address, and telephone number of the companies complaint contact person.

Cindy Cheng, Customer Care Manager
Multacom Communications, Corp., d/b/a Multacom
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746
Telephone: (562) 699-8000
Facsimile: (562) 463-9900
Toll Free: (888) 466-8582

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

Multacom has not yet received authority to resell telecommunications. (See A-10)

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If yes, provide copies of the State Regulatory Commission's decision revoking its authority.

Not Applicable.

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If yes, in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No.

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five (5) years? If yes, in which states has the applicant been involved in investigations and why is the applicant being investigated?

No.

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five (5) years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No.

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Global Crossing.

Include Attachment C. Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

(B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

No.

C. Financial Information

(C-1) Include Attachment D. Attachment D must include a copy of your Companies balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

(C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

See Attachment D.

(C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet for each of the two years.

(C-4) If your Company is a subsidiary, please provide your Parent Companies financial statements, in addition to your Companies financial statements.

Not Applicable.

(C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

(C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

YES ___ (If YES, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Companies tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

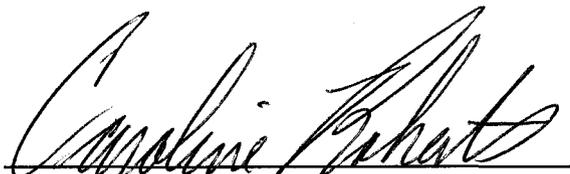
NO X (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commissions rules and regulations relating to the regulations of telecommunications services and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commissions rules apply in the event there is a conflict between those rules and the companies tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



Caroline Roberts
Vice President, Marketing & Business Development
Multa Communications, Corp., d/b/a Multacom



(Date)

SUBSCRIBED AND SWORN to before me this 14th day of February, 2001.



NOTARY PUBLIC

My Commission Expires:



MULTA COMMUNICATIONS, CORP., D/B/A MULTACOM

Attachment A

Company Officers

Articles of Incorporation

Secretary of State Authority

MULTA COMMUNICATIONS, CORP., D/B/A MULTACOM

Company Officers

The following individuals serve as officers and directors of Multacom and can be reached at the Company's corporate headquarters at 13191 Crossroads Parkway North, Suite 505, City of Industry, California 91746:

Officers:

Bob Hong	-	Chairman of the Board of Directors
Abbey Silverstone	-	Vice Chairman
Kimberly McDonald-Baziuk	-	President & CEO
Bruce Burlington	-	Chief Financial Officer
Gordon Santee	-	Vice President - Operations
Caroline Roberts	-	Vice President - Marketing and Business Development
Kevin Lin	-	Founder and Director of Asia Market Development
Liping Chen	-	Founder and Chief Technical Officer
Vincent Tsao	-	Director / Vice President - Asian Operations

Directors:

Bob Hong
Paul Lin
Elaine Chao
Kimberly McDonald-Baziuk
Vincent Tsao
Lee Ting
Liping Chen
Bob Wong
Kevin Lin
Abbey Silverstone

1770941

COPY
ENCLOSED
FILED

In the office of the Secretary of State
of the State of California

OCT 2 - 1995

ARTICLES OF INCORPORATION

OF

NETSOL TECHNOLOGIES, INC.

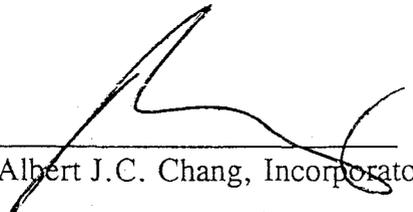
Bill Jones
BILL JONES, Secretary of State

- ONE: The name of this corporation is **NETSOL TECHNOLOGIES, INC.**
- TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.
- THREE: The name and address in this state of the corporation's initial agent for service of process are:

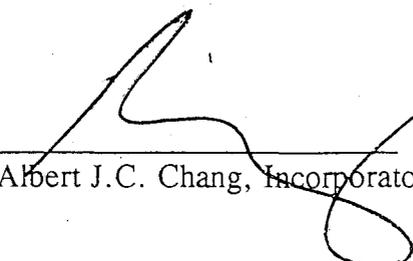
Albert J.C. Chang, Esq.
19138 Walnut Drive, Suite 100
Rowland Heights, California 91748

- FOUR: This corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is **100,000**.

Dated: 9-25-95


Albert J.C. Chang, Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and that this instrument is may act and deed.


Albert J.C. Chang, Incorporator

A0528240

177094

ORIGINAL

CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION

YeaJih Lin and Ya Chi Lin certify that:

1. They are the President and the Secretary, respectively, of Netsol Technologies, Inc., a California corporation.

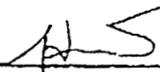
2. ARTICLE FOUR of the articles of incorporation is amended to read in its entirety as follows:

"Four. This Corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is 60,000,000. On the amendment of this article, each outstanding share is split up and converted into six hundred (600) shares, provided fractional shares will be rounded off to the nearest whole share."

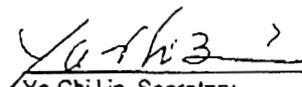
3. That the foregoing amendment of the Articles of Incorporation is one which may be adopted with approval of the Board of Directors of the Corporation alone in accordance with Section 902(c) of the California General Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: April 1, 1999

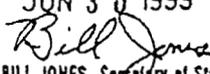


YeaJih Lin, President



Ya Chi Lin, Secretary

FILED 5
In the office of the Secretary of State
of the State of California

JUN 3 0 1999

BILL JONES, Secretary of State



CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF
MULTA COMMUNICATIONS CORPORATION,
a California Corporation

Abbey Silverstone and Liping Chen certify that:

1. They are the duly elected President and Secretary, respectively, of MULTA COMMUNICATIONS CORPORATION, a California corporation.

2. Article Four of the Articles of Incorporation shall be amended to read as follows:

"FOUR: (a) The corporation is authorized to issue two (2) classes of shares, to be designated common and preferred. The corporation is authorized to issue Sixty Million (60,000,000) shares of common stock and Fifteen Million (15,000,000) shares of preferred stock.

(b) The preferred shares may be issued in any number of series, as determined by the board of directors. The board may by resolution fix the designation and the number of shares of any such series and may determine, alter, or revoke the rights, preferences, privileges, and restrictions pertaining to any wholly unissued series. The board may thereafter in the same manner increase or decrease the number of shares of any such series (but not below the number of shares of that series then outstanding)."

3. The following Article Five shall be inserted into the Articles of Incorporation:

"FIVE: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law."

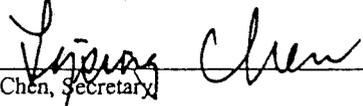
4. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors pursuant to Section 902 of the Corporations Code.

5. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders pursuant to Section 902 of the Corporations Code. The corporation has only one class of shares. The total number of outstanding shares entitled to vote with respect to the foregoing Amendment was 16,326,832 shares. The number of shares voting in favor of the Amendment exceeded the vote required in that the affirmative vote of a majority of the outstanding shares was required for the approval of the Amendment and the Amendment was approved by the affirmative vote of more than 50% of the outstanding voting shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: July 7, 2000


Abbey Silverstone, President


Liping Chen, Secretary

A0537543

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 10 2000

BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Abbey Silverstone and Li Ping Chen certify that:

1. They are the president and the secretary, respectively, of Netsol Technologies, Inc., a California corporation.
2. Article One of the articles of incorporation of this corporation is amended to read as follows:

"One: The name of the corporation is Multa Communications Corporation"
3. The foregoing amendment of the articles of incorporation has been duly approved by the board of directors.
4. The foregoing amendment of the articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 10,240,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: 11/18/99, 1999

Abbey Silverstone
Abbey Silverstone, President

Li Ping Chen
Li Ping Chen, Secretary

DELIVERED

EXPEDITED

DO NOT PUBLISH THIS SECTION

JAN 24 2001 APPLICATION FOR AUTHORITY TO TRANACT BUSINESS IN ARIZONA

FILED BY DATE

Paula Lunsby 1-24-01

F. 0976739-6

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation secretary.

The name of the corporation is: Multa Communications Corporation A(n) California Corporation (State, Province or Country)

X We are a foreign corporation applying for authority to transact business in the state of Arizona.

We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- Our actual corporate name (or the name under which we originally obtained authority in Arizona).
The period of our duration.
The state, province or country of our incorporation.

1. The exact name of the foreign corporation is: Multa Communications Corporation OK

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is: (FN)

2. The name of the state, province or country in which the foreign corporation is incorporated is: California

3. The foreign corporation was incorporated on the 2nd day of October 1995 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is: 13191 Crossroads Parkway North Suite 505 City of Industry, CA 91746

5. The name and street address of the statutory agent for the foreign corporation in Arizona is: National Registered Agents, Inc. 302 North First Avenue, Suite 440 Phoenix, AZ 85003

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent address cannot be a P.O. Box. It must be a physical address in Arizona. Include City, State and Zip code

A MAIL FILED DOCUMENTS TO:

ME Calvin C. S. Yap
 ADDRESS Oswald & Yap
 16143 Sand Canyon Ave.
 Irvine, CA 92618
 CITY/ST/ZIP

DAYTIME PHONE (949) 788-8900

REGISTRAR-RECORDER/COUNTY CLERK'S FILING STAMP

00-0078503

1	<input checked="" type="checkbox"/> First Filing <input type="checkbox"/> Renewal Filing <input type="checkbox"/> With Changes Current Registration No _____	B PUBLISH IN NEWSPAPER: Daily Commerce
FICTITIOUS BUSINESS NAME STATEMENT		
THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:		
2	Fictitious Business Name(s) 1. Multacom 2. Multacom Technologies	3. Netsol Technologies Articles of Incorporation or Organization Number (if applicable) 1770941
3	Street Address, City & State of Principal Place of Business in California Zip Code	
	13191 Crossroads Parkway North, Suite 505, City of Industry, CA 91746	
4	Full name of Registrant (if corporation or limited liability company - show state of incorporation or organization)	
	Multa Communications Corporation	
	Residence Street Address City State Zip Code	
	13191 Crossroads Parkway North, Suite 505, City of Industry, CA 91746	
A	Full name of Registrant (if corporation or limited liability company - show state of incorporation or organization)	
	N/A	
	Residence Street Address City State Zip Code	
	N/A	
4B	Full name of Registrant (if corporation or limited liability company - show state of incorporation or organization)	
	N/A	
	Residence Street Address City State Zip Code	
	N/A	
5	This Business is Conducted by (check only one) <input type="checkbox"/> an individual <input type="checkbox"/> husband & wife <input type="checkbox"/> co-partners <input type="checkbox"/> joint venture <input checked="" type="checkbox"/> a corporation <input type="checkbox"/> a business trust <input type="checkbox"/> a limited partnership <input type="checkbox"/> a general partnership <input type="checkbox"/> a limited liability company <input type="checkbox"/> an unincorporated association other than a partnership <input type="checkbox"/> other (please specify) _____	
6	<input checked="" type="checkbox"/> The registrant commenced to transact business under the fictitious name or names listed above on (Date): <u>Jan.01/ 2000</u> <input type="checkbox"/> Registrant has not yet begun to transact business under the fictitious business name or names listed herein.	
7	If Registrant is not a corporation sign below: N/A SIGNATURE TYPE OR PRINT NAME N/A SIGNATURE TYPE OR PRINT NAME N/A SIGNATURE TYPE OR PRINT NAME	7A If Registrant is a corporation or a limited liability company sign below: CORPORATION OR LIMITED LIABILITY COMPANY NAME Multa Communications Corporation SIGNATURE & TITLE Abbey Silverstone CEO TYPE OR PRINT NAME AND TITLE ABBEY SILVERSTONE CEO
8	This statement was filed with the County Clerk of <u>Los Angeles</u> County on (date indicated by file stamp above).	
NOTICE — THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14400 et seq., Business and Professions Code.)		
I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE. _____ REGISTRAR-RECORDER/COUNTY CLERK BY _____ DEPUTY File No. _____		

MULTA COMMUNICATIONS, CORP., D/B/A MULTACOM

Attachment B

Proposed Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Multa Communications, Corp., d/b/a Multacom ("Multacom"), with its principal office located at 13191 Crossroad Parkway North, Suite 505, City of Industry, California 91746, Toll-Free: (888) 466-8582. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: February 15, 2001

Effective:

Issued by: Caroline Roberts, Vice President
Marketing & Business Development
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746

azi0201

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Issued: February 15, 2001

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Marketing & Business Development
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746

azi0201

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION
	LEVEL			LEVEL
Title	Original *		25	Original *
1	Original *		26	Original *
2	Original *		27	Original *
3	Original *		28	Original *
4	Original *		29	Original *
5	Original *		30	Original *
6	Original *		31	Original *
7	Original *		32	Original *
8	Original *		33	Original *
9	Original *		34	Original *
10	Original *		35	Original *
11	Original *		36	Original *
12	Original *		37	Original *
13	Original *			
14	Original *			
15	Original *			
16	Original *			
17	Original *			
18	Original *			
19	Original *			
20	Original *			
21	Original *			
22	Original *			
23	Original *			
24	Original *			

* - indicates those pages includes with this filing

Issued: February 15, 2001

Effective:

Issued by: Caroline Roberts, Vice President
Marketing & Business Development
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746

azi0201

SYMBOLS

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

- (C) - To Signify Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation But No Change in Rate or Charge

Issued: February 15, 2001

Effective:

Issued by: Caroline Roberts, Vice President
Marketing & Business Development
13191 Crossroads Parkway North, Suite 505
City of Industry, California 91746

azi0201

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the AZ C.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Check Sheets - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

AZ C.C. - Arizona Corporation Commission.

Company or Carrier - Multa Communications, Corp., d/b/a Multacom unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

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

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Multacom - Used throughout this tariff to mean, Multa Communications, Corp., d/b/a Multacom unless otherwise clearly indicated by the context.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Multacom

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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

2.3 Limitations

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7 Title to all equipment provided by the Company under this tariff remains with the Company.

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

2.4 Assignment of Transfer

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by Multacom and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

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

2.5 Liability of the Company

2.5.1 Multacom's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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

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

2.5 Liability of the Company, (Cont'd.)

2.5.3 Indemnification: The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.5.4 Defacement of Premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

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

2.5 Liability of the Company, (Cont'd.)

- 2.5.5 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

2.6 Customer Responsibility

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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

2.6 Customer Responsibility, (Cont'd.)

2.6.2 Billing and Payment For Service

B. Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

C. Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Multa Communication, Corp. located at 13191 Crossroads Parkway North, Suite 505, City of Industry, California 91746, or call (888) 466-8582.

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

2.6 Customer Responsibility, (Cont'd.)

2.6.3 Taxes and Fees

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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

2.6 Customer Responsibility, (Cont'd.)

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.6.5 Return Check Charge

Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

2.6.6 Deposits

The Company does not collect Customer deposits.

2.6.7 Advance Payments

The Company does not require advance payments for service.

2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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

2.7 Refunds or Credits for Service Outages or Interruptions

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The Customer must contact Multacom within twenty (20) days of outage to qualify for credit. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more).

B = total monthly recurring charge for affected service.

2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing Multacom with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

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

2.9 Cancellation or Termination of Service by Company

2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

2.9.2 Multacom may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to Multacom or its agents for the purpose of inspection and maintenance of equipment owned by Multacom or its agents.
- D.** For noncompliance with or violation of Commission regulation or Multacom's rules and regulations on file with the Commission.
- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Multacom's equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by Multacom or its agents.

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

2.9 Cancellation or Termination of Service by Company, (Cont'd.)

2.9.2 (Cont'd.)

- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Multacom may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Interconnections**

Service furnished by Multacom may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Multacom's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Multacom's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and credit for the interruption is requested by the Customer.

2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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

2.14 Toll Free Services

- 2.14.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.15 Other Rules

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Multacom provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Multacom's services and network.

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

3.2 Timing of Calls

Billing for calls placed over the Multacom network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Multacom will reasonably issue credit for the call.

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

3.3 Time of Day Calling

The Company does not provide for rate discounts based on time of day.

3.4 Holiday Discounts

The Company does not provide for rate discounts based on holidays.

3.5 Minimum Usage Guarantee (MUG)

A \$75.00 Minimum Usage Guarantee (MUG) applies per account. The MUG applies to usage and per call charges for switched direct dial, toll free and calling card services. Should a Customer's combined usage and per call billing for the above-mentioned services billing fall below \$75.00 for a given month, the Customer will be billed an amount equal to the difference between the actual billed charges and \$75.

If a Customer subscribes to a dedicated service or subscribes to both switched and dedicated services billed under the same account, the MUG will not apply.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Public Telephone Surcharge**

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

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

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

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

Maximum Rate per Call: \$0.70

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

3.7 Outbound Services

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1+ the destination telephone number. Calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds. Rates are not mileage nor time-of-day sensitive.

3.7.1 Plan 1

Plan 1 is available to Customers for outbound calling from lines presubscribed to the Company.

Maximum Rate Per Minute: \$0.30

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

3.8 Toll Free Service

Toll Free Service is an inbound telecommunications service which 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 which terminates at the Customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line.

The Company will reserve such numbers on a first-come first-served basis. All requests for Toll Free Service number reservations must be written, dated and signed by the Customer. The Company does not guarantee the availability of numbers until assigned. The requested Inbound Service telephone numbers, if available, will be reserved for and furnished to the Customer.

If a Customer who has received a Toll Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another Customer.

Rates are not mileage or time-of-day sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of six (6) seconds.

3.8.1 Standard Toll Free Service

Maximum Rate Per Minute: \$0.30

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

3.9 Calling Card Service

Calling Card Service is available to Customers subscribing to any one of the Company's Outbound Services. Calling Card Service is designed for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments after an initial period for billing purposes of sixty (60) seconds.

Maximum Per Minute Rate:	\$0.30
Maximum Per Call Charge:	\$0.50

3.10 Directory Assistance

Directory Assistance is available to Multacom Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Maximum Per Call Charge:	\$1.90
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 Dedicated Inbound Service

Dedicated Inbound Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate via a T-1 access line to the Customer premises. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds. A minimum commitment for one (1) year is required for Dedicated Inbound Service. A 10% discount applies for a two year commitment. This discount will be applied to Dedicated Inbound Service recurring charges each month, but does not apply to non-recurring charges.

Rates:

Non-Recurring Charge	\$ 500.00
Monthly Recurring Charges	
Local Loop: 0 - 15 miles	\$1200.00
15.01-30 miles	\$2000.00
30.01-50 miles	\$3000.00
Maximum Per Minute Usage Rate:	\$ 0.18

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

3.12 Dedicated Outbound Service

Dedicated Outbound Service designed for business Customers. Calls are billed in six (6) second increments with a six (6) second minimum billing period. The company will arrange for T-1 access from the Customer's premises. A minimum commitment for one (1) year is required for Dedicated Inbound Service. A 10% discount applies for a two year commitment. This discount will be applied to Dedicated Outbound Service recurring charges each month, but does not apply to non-recurring charges.

Rates:

Non-Recurring Charge	\$ 500.00
Monthly Recurring Charges	
Local Loop: 0 - 15 miles	\$1200.00
15.01-30 miles	\$2000.00
30.01-50 miles	\$3000.00

Maximum Per Minute Usage Rate: \$ 0.18

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SECTION 4 - PROMOTIONS

4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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SECTION 5 - CURRENT PRICE LIST

5.1 Public Telephone Surcharge

Rate per Call: \$0.35

5.2 Outbound Services

Calls are billed in one (6) second increments after an initial period, for billing purposes, of six (6) seconds. Rates are not mileage nor time-of-day sensitive.

Plan 1

Rate Per Minute: \$0.15

5.3 Toll Free Services

Calls are billed in six (6) second increments after a minimum call duration for billing purposes of six (6) seconds.

Standard Toll Free Service

Rate Per Minute: \$0.15

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.4 Calling Card Service

Calls are billed in six (6) second increments after an initial period for billing purposes of sixty (60) seconds.

Per Minute Rate:	\$0.15
Per Call Charge:	\$0.25

5.5 Directory Assistance

Up to two (2) requests may be made on each call to Directory Assistance.

Per Call Charge:	\$0.95
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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.6 Dedicated Inbound Service

Calls are billed in six (6) second increments after an initial period for billing purposes of six (6) seconds.

Non-Recurring Charge	\$ 100.00
Monthly Recurring Charges	
Local Loop: 0 - 15 miles	\$ 600.00
15.01-30 miles	\$1000.00
30.01-50 miles	\$1500.00
 Per Minute Usage Rate:	 \$0.09

5.7 Dedicated Outbound Service

Calls are billed in six (6) second increments after an initial period for billing purposes of six (6) seconds.

Non-Recurring Charge	\$ 100.00
Monthly Recurring Charges	
Local Loop: 0 - 15 miles	\$ 600.00
15.01-30 miles	\$1000.00
30.01-50 miles	\$1500.00
 Per Minute Usage Rate:	 \$0.09

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MULTA COMMUNICATIONS, CORP., D/B/A MULTACOM

Attachment C

Network Diagram

Multacom will resell the services of Global Crossing.

MULTA COMMUNICATIONS, CORP., D/B/A MULTACOM

Attachment D

Financials

MULTA COMMUNICATIONS CORPORATION
Unaudited Consolidated Balance Sheet
As of September 30, 2000

ASSETS

Current Assets:

Cash and cash equivalents	\$ 9,426,305
Receivables - trade	343,379
Prepaid expenses and other	<u>305,592</u>
Total current assets	10,075,276
Property and Equipment, net	5,104,898
Investment in and Advances to China Joint Venture	390,530
Investment in and Advances to Taiwan Subsidiary	-
Intangibles and Other Assets	<u>177,915</u>
	<u>\$ 15,748,619</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:

Accounts payable	\$ 360,661
Other accrued liabilities	320,338
Pre-billed sales and customer deposits	425,210
Current portion of capital lease obligations	<u>1,190,935</u>
Total current liabilities	2,297,144
Capital Lease Obligations, less current portion	1,760,419

Stockholders' Equity:

Common stock, no par value, 60,000,000 shares authorized; 16,326,832 shares issued and outstanding	18,959,405
Translation gain	(2,434)
Accumulated Deficit	<u>(7,265,915)</u>
Total stockholders' equity (deficit)	<u>11,691,056</u>
	<u>\$ 15,748,619</u>

Multa Communications Corporation
Unaudited Consolidated Income Statement
For the Month of September 2000

	<u>Monthly</u>	<u>Year-To-Date</u>
Sales		
Services	\$ 210,541	\$ 966,113
Machine & equip	36,585	278,178
Others	<u>0</u>	<u>34,385</u>
Total sales	247,127	1,278,677
Cost of sales		
Services	246,692	1,363,746
Machine & equip	31,449	219,263
Others	<u>(95)</u>	<u>46,022</u>
Total cost of sales	<u>278,046</u>	<u>1,629,032</u>
Gross profit(loss)	(30,919)	(350,355)
Operating expenses	<u>698,707</u>	<u>4,487,120</u>
Operating loss	(729,626)	(4,837,475)
Interest income	48,478	413,165
Interest expense	(4,509)	(44,843)
China joint venture	(30,000)	(282,099)
Other	<u>-</u>	<u>(55,244)</u>
Net Loss	<u>\$ (715,657)</u>	<u>\$ (4,806,496)</u>

MULTA COMMUNICATION CORPORATION AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 1999 AND 1998



BDO Seidman, LLP
Accountants and Consultants

1900 Avenue of the Stars, 11th Floor
Los Angeles, California 90067
Telephone: (310) 557-0300
Fax: (310) 557-1777

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The Board of Directors
Multia Communication Corporation and Subsidiary

We have audited the accompanying consolidated balance sheet of Multia Communication Corporation and subsidiary as of December 31, 1999 and the related consolidated statements of operations, stockholders' equity and cash flows for the year ended December 31, 1999. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit. The financial statements of Multia Communication Corporation for the year ended December 31, 1998, were audited by other auditors whose report dated August 27, 1999 expressed an unqualified opinion.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Multia Communication Corporation and subsidiary as of December 31, 1999 and the results of their operations and cash flows for the year ended December 31, 1999 in conformity with generally accepted accounting principles.

BDO Seidman, LLP

Los Angeles, California
May 18, 2000

MULTA COMMUNICATION CORPORATION AND SUBSIDIARY

Consolidated Balance Sheets

	December 31,	
	<u>1999</u>	<u>1998</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,476,720	\$ -
Accounts receivable, net of allowance of \$8,617 and \$5,553	41,665	41,059
Prepaid expenses and other	<u>303,793</u>	<u>1,925</u>
Total current assets	1,822,178	42,984
Property and equipment, net (Notes 2, 4 and 6)	2,265,790	59,040
Investment in China joint venture (Note 5)	127,629	-
Other assets	<u>185,416</u>	<u>702</u>
	<u>\$ 4,401,013</u>	<u>\$ 102,726</u>
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
Current liabilities:		
Cash overdraft	\$ -	\$ 13,296
Accounts payable	538,492	146,477
Accrued expenses	111,604	2,642
Capital lease obligation - current (Note 6)	<u>32,245</u>	<u>19,559</u>
Total current liabilities	<u>682,341</u>	<u>181,974</u>
Long-term liabilities		
Capital lease obligation - noncurrent (Note 6)	581,416	12,563
Commitments (Note 6)		
Stockholders' Equity (Deficiency) (Note 3):		
Common stock, no par value, shares authorized 60,000,000 issued and outstanding 10,240,000 shares and 6,000,000	5,595,861	20,000
Accumulated deficit	(2,459,421)	(111,811)
Accumulated other comprehensive income	<u>816</u>	<u>-</u>
Net stockholders' equity (deficiency)	<u>3,137,256</u>	<u>(91,811)</u>
	<u>\$ 4,401,013</u>	<u>\$ 102,726</u>

See accompanying notes to consolidated financial statements.

MULTA COMMUNICATION CORPORATION AND SUBSIDIARY

Consolidated Statements of Operations

	Year Ended December 31,	
	<u>1999</u>	<u>1998</u>
Revenues	\$ 522,560	\$ 378,120
Operating costs and expenses:		
Cost of revenues	(367,384)	(202,700)
General and operating expenses	<u>(2,477,550)</u>	<u>(274,834)</u>
Operating loss	(2,322,374)	(99,414)
Equity in net loss of China joint venture (Note 5)	(122,371)	-
Interest income (expense), net	92,206	(5,703)
Other income	<u>4,929</u>	<u>-</u>
Loss before income taxes	(2,347,610)	(105,117)
Income tax provision (Note 7)	<u>-</u>	<u>-</u>
Net loss	<u>\$ (2,347,610)</u>	<u>\$ (105,117)</u>
Basic and diluted loss per common share	\$ (0.26)	\$ (0.02)
Weighted average number of shares outstanding	<u>9,020,274</u>	<u>6,000,000</u>
Comprehensive loss and its components consist of the following:		
Net loss	\$ (2,347,610)	\$ (105,117)
Foreign currency translation adjustment	<u>816</u>	<u>-</u>
Comprehensive loss	<u>\$ (2,346,794)</u>	<u>\$ (105,117)</u>

See accompanying notes to consolidated financial statements.

MULTA COMMUNICATION CORPORATION AND SUBSIDIARY

Consolidated Statements of Stockholders' Equity (Deficiency)

	Common Stock		Accumulated Deficit	Accumulated Other Comprehensive Income	Total Stockholders' Equity
	Shares	Amount			
Balance, January 1, 1998	6,000,000	\$ 20,000	\$ (6,694)	\$	\$ 13,306
Net loss	-	-	(105,117)	-	(105,117)
Balance, December 31, 1998	6,000,000	20,000	(111,811)	-	(91,811)
Stock option based compensation	-	97,946	-	-	97,946
Notional compensation	-	30,000	-	-	30,000
Warrants issued for services	-	7,050	-	-	7,050
Common stock issuance for cash	4,240,000	5,440,865	-	-	5,440,865
Foreign currency translation adjustment	-	-	-	816	816
Net loss	-	-	(2,347,610)	-	(2,347,610)
Balance, December 31, 1999	<u>10,240,000</u>	<u>\$ 5,595,861</u>	<u>\$ (2,459,421)</u>	<u>816</u>	<u>\$ 3,137,256</u>

See accompanying notes to consolidated financial statements.

MULTA COMMUNICATION CORPORATION AND SUBSIDIARY

Consolidated Statements of Cash Flows

	Year Ended December 31,	
	<u>1999</u>	<u>1998</u>
Cash flows from operating activities:		
Net loss	\$ (2,347,610)	\$ (105,117)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	125,318	11,405
Compensation related to issuance of options and warrants	134,996	-
Net loss of investee joint venture	122,371	-
Provision for doubtful accounts	3,064	5,553
Changes in operating assets and liabilities:		
Accounts receivables	(3,670)	(14,923)
Prepaid expenses and other assets	(486,582)	6,449
Accounts payable and accrued expenses	500,978	35,302
Accounts receivable to related parties	-	70,897
Net cash (used in) provided by operating activities	<u>(1,951,135)</u>	<u>9,566</u>
Cash flows from investing activities:		
Purchase of property and equipment	(2,332,068)	(29,880)
Investment in investee joint venture	<u>(250,000)</u>	<u>-</u>
Net cash used in finance activities	<u>(2,582,068)</u>	<u>(29,880)</u>
Cash flows from financing activities:		
Cash overdraft	(13,296)	13,296
Proceeds from short term borrowings	350,000	-
Repayment of short term borrowings	(350,000)	-
Capitalized lease obligations	617,527	-
Repayments on capital lease obligations	(35,989)	-
Proceeds of issuance of common stock	<u>5,440,865</u>	<u>-</u>
Net cash provided by financing activities	<u>6,009,107</u>	<u>13,296</u>
Effect of changes in exchange rate on cash	<u>816</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	1,476,720	(7,018)
Cash and cash equivalents, beginning of period	<u>-</u>	<u>7,018</u>
Cash and cash equivalents, end of period	<u>\$ 1,476,720</u>	<u>\$ -</u>
Supplemental disclosure of cash flow information:		
Cash paid during period for:		
Interest	\$ 18,719	\$ 5,703
Income taxes	<u>-</u>	<u>-</u>

See accompanying notes to consolidated financial statements.