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38

June 19, 2001

Alexandra M. Ozols

VIA FEDERAL EXPRESS

01-1445-CT-ACC
PUCO

RECEIVED - REPORT 1116 AM
22 JUN 20 AM 10:35

Public Utilities Commission of Ohio
ATTENTION: Docketing, 10th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

Re: **TremCom International, Inc.**

- (1) **563 Registration Form to Operate as an IXC and**
- (2) **Request to Withdraw its Application to Operate as a
Switchless Rebiller in Case No. 01-1276-CT-RRJ**

Dear Docketing Office:

(1) Enclosed please find an original and eleven copies (11) of TremCom International, Inc.'s Registration Form for authority to operate as an IXC in the State of Ohio.

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

(2) TremCom International also seeks to withdraw its application in Case No. 01-1276-CT-RRJ in which it sought authority to do business as a switchless rebiller. This application was file stamped by the Commission on May 30, 2001.

If you have any questions pertaining to this filing, please contact me at (415)392-7900 or at aozols@gmssr.com

Thank you for your thoughtful assistance.

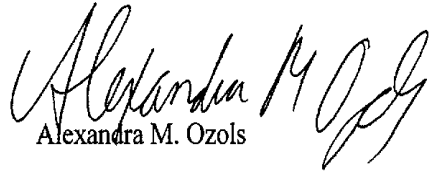
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Public Utilities Commission of Ohio
ATTENTION: Docketing, 10th Floor
June 19, 2001
Page 2.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, RITCHIE & DAY, LLP

By


Alexandra M. Ozols

Enclosures

cc: Mr. Elias Saad

2354/002/X25483-1

PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED-SECRETARY

PUBLIC COMPETITIVE TELECOMMUNICATIONS SERVICE PROVIDER
563 Registration Form
ISSUED: December 21, 1995

PUCO

In the Matter of the Application of
TremCom International, Inc.Case No. 01-1445-CT-APFName of Registrant: TremCom International, Inc.
Registrant's Address: 626 Wilshire Blvd. Suite 300, California 90017
Contact Person: Elias M. Saad, President (Phone: (213) 833-2080)
Date: June 19, 2001 TRF Docket No. _____ -CT-TRF

- I. Indicate the reason for submitting this form (check only one) (NOTES: 1. If a waiver is filed in conjunction with an automatic case, see I.D.2.b. of the 563 guidelines for the applicable automatic time frame; and 2. The number of copies noted below must be accompanied by an original filing. Facsimiles are not acceptable.):

- ☒ 1. (ABN) Withdrawal or Abandonment of all Services (14-day notice, 13 copies)
☒ 2. (ACE) New Operating Authority (30-day approval, 10 copies)
☒ XC ☐ AOS ☐ CAP ☐ Cellular ☐ Paging
☐ Other
☐ 3. (AMT) Merger (14-day notice, 13 copies)
☐ 4. (ATR) Transfer or Transaction Affecting Operating Authority (14-day notice, 7 copies)
☐ 5. (ARJ) All Other Requests for Relief From Jurisdiction (NOT automatic, 10 copies)
☐ 6. (MTW) "Me Too" Waiver (30-day approval, 10 copies)
☐ 7. (RRJ) Interexchange Switchless Rebiller Request for Relief from Jurisdiction (30-day approval, 10 copies)
☐ 8. (WVR) Request for Waiver from Portion(s) of 563 pursuant to I.D.3. of the 563 guidelines. (NOT automatic, 10 copies)
☐ 9. (ZAC) Contract (0-day notice, 10 copies)
☐ 10. (ZCN) Change of Name (0-day notice, 10 copies)
☐ 11. (ZCO) Change in Ownership (0-day notice, 10 copies)
☐ 12. (ZTA) Introduction of new tariffed service(s), textual revision, correction of error, addition of service area(s), etc. (0-day notice, 10 copies)
☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 10 copies)
☐ 14. Other (explain) _____ (NOT automatic, 10 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-Day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
☐ 16. New Price List Rate for Existing Service
☐ 17. Designation of Registrant's Process Agent(s)

- II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

- ☒ A copy of registrant's proposed informational tariff. (2)
☒ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (2)
☒ List of names, addresses and phone numbers of officers and directors, or partners. (2-4)
☐ Brief description of service(s) proposed, as well as the targeted market(s). (2)
☐ Copy of tariff sheet(s) & price list(s) superseded, marked as Exhibit A. (1, 3-4, 6, 8, 10, 12-16)

- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1, 3-4, 6, 8, 10, 12-16)
- ☐ If increase to residential MTS, DA, or traditional operator surcharges, specify which notice procedure will be utilized: _____ real time; or _____ annual. (12, 16)
- ☐ Copy of real time notice which has been provided to customers. (1, 3, 10-12, 16)
- ☐ Copy of annual notice which will be sent to customers is: _____ included with this filing; or will be filed with the Commission _____ (month) _____ (year). (16)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is business____, residence____, or both____ as well as whether it is a switched____ or dedicated____ service. Include this information in either the cover letter or label as "Exhibit C." (3, 6, 8, 12-15)
- ☐ Delineation of any deaveraged message toll service, if applicable. (6, 12-16)
- ☐ Statement explaining rationale for proposal. (1, 3-5, 10-11)
- ☐ List of Ohio counties specifically involved or affected (1-6, 8, 10, 16)
- ☒ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (2-4, 7, 10) (In transfer of certificate cases, the transferee's good standing must be established).
- ☐ Justification for waiver of specific element(s) of 563. (6, 8)
- ☐ Responses to questions contained in Appendix A, Attachment 4 to the 563 guidelines (7)
- ☐ For radio common carriers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission. (2-4)
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements form available for public inspection.

Mandatory requirements for all CTS providers:

- ☒ Sales tax.
- ☒ Deposits

Service requirements for CTS providers of certain services (check all applicable):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☐ Emergency Services Calling Plan
- ☐ Alternative Operator Service (AOS) requirements
- ☐ Limitation of Liability
- ☐ Termination Liability Language

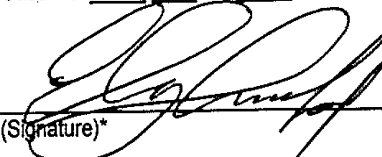
IV. List names, titles, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the registrant:

Mr. Elias M. Saad, President of TremCom International, Inc.
Mr. Richard Saad, Senior Vice President
626 Wilshire Blvd. Suite 300
Los Angeles, CA 90017

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VERIFICATION

I, Elias Saad, verify that I have utilized, verbatim, the Commission's 563 Registration Form issued December 21, 1995 and that all of the information submitted here, and all additional information submitted in connection with Case No. _____ -CT- _____ is true and correct to the best of my knowledge.


(Signature)*

4/27/2001
(Date)

- * A verification is required for every filing. It may be signed by counsel or a process agent designated by the Registrant, except that initial certification cases (ACE) must be signed by an officer of the registering entity.

Send your completed Registration Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

II.

1. A copy of registrant's proposed informational tariff is filed as **Exhibit A**.
2. Registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. See **Exhibit B**.
3. A list of names, addresses and phone numbers of officers and directors, or partners.

Mr. Elias M. Saad, President and CEO
TremCom International, Inc.
626 Wilshire Blvd., Suite 300
Los Angeles, CA.
Tel. 213/833-2080

Mr. George Ashkar, Vice President, Operations
TremCom International, Inc.
626 Wilshire Blvd., Suite 300
Los Angeles, CA. 90017
Tel. 213/833-0130

Mr. Richard Saad, Vice President and CFO
TremCom International, Inc.
626 Wilshire Blvd., Suite 300
Los Angeles, CA 90017
Tel. 213/833-2090

4. Provide a brief description of the proposed services as well as the targeted markets.

Applicant seeks to resell interexchange services to business and residential customers within the State of Ohio. Applicant does not own or control any equipment used in transmitting telephone messages. Applicant purchases its services from its underlying carrier. Applicant's only relationship with its underlying carrier is a contractual relationship to purchase service.

Applicant will provide a prepaid calling card, by which Applicant's customers may dial an access number and charge calls to the customers' account. These services are branded as TremCom International, Inc.

Applicant understands that the underlying carrier, employs a variety of carriers. The underlying carrier will not know the name and location of Applicant's customers. Applicant will establish the prices to be charged end users. Applicant has no facilities of its own. Therefore, end users are connected to the facilities-based carrier through the local exchange carrier and then to the facilities-based carrier. Applicant will enter into a reseller arrangement via long term contracts with a facilities-based carrier.

-
5. Applicant's certification from the Ohio Secretary of State as to the party's proper standing as a foreign corporation is attached as **Exhibit C**.

2354/002/X25482-1

EXHIBIT A

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 1

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO RESOLD INTEREXCHANGE SERVICE
WITHIN THE STATE OF OHIO

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 2

CHECK SHEET

Page 1 - 25 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Date</u>
1	Original	June 20, 2001
2	Original	June 20, 2001
3	Original	June 20, 2001
4	Original	June 20, 2001
5	Original	June 20, 2001
6	Original	June 20, 2001
7	Original	June 20, 2001
8	Original	June 20, 2001
9	Original	June 20, 2001
10	Original	June 20, 2001
11	Original	June 20, 2001
12	Original	June 20, 2001
13	Original	June 20, 2001
14	Original	June 20, 2001
15	Original	June 20, 2001
16	Original	June 20, 2001
17	Original	June 20, 2001
18	Original	June 20, 2001
19	Original	June 20, 2001
20	Original	June 20, 2001
21	Original	June 20, 2001
22	Original	June 20, 2001
23	Original	June 20, 2001
24	Original	June 20, 2001
25	Original	June 20, 2001

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 3

TABLE OF CONTENTS	Page No.
CHECK SHEET	2
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	5
APPLICATION OF TARIFF	6
 1. DEFINITIONS	 7
 2. REGULATIONS	 8
2.1 Undertaking of the Company	8
2.1.1 Scope	8
2.1.2 Shortage of Equipment or Facilities	8
2.1.3 Terms and Conditions	9
2.1.4 Liability of the Company	11
2.1.5 Notification of Service-Affecting Activities	12
2.1.6 Provision of Equipment & Facilities	12
 2.2 Prohibited Uses	 12
 2.3 Obligations of the Customer	 13
2.3.1 General	13
2.3.2 Claims	13
 2.4 Payment Arrangements	 14
2.4.1 Payment for Service	14
2.4.2 Billing and Collection of Charges	15
2.4.3 Disputed Bills	15
2.4.4 Advance Payments	16
2.4.5 Deposits	16
2.4.6 Discontinuance of Service	16
2.4.7 Discontinuance of Service	16

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 4

TABLE OF CONTENTS (Cont'd)

2.	REGULATIONS (Cont'd)	PAGE NO.
2.5	Allowances for Interruptions in Service	20
2.5.1	Credit for Interruptions	20
2.5.2	Limitations on Allowances	20
2.5.3	Use of Alternative Service Provided by the Company	21
2.6	Cancellation of Service	21
2.6.1	Cancellation of Application for Service	21
2.6.2	Cancellation of Service by the Customer	21
2.7	Transfers and Assignments	22
2.8	Notices and Communications	22
3.	Promotional Offerings	24
4.	Interexchange Service - Rates and Charges	25
4.1	Long Distance Service	25
4.2	Calling Card Service	25

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 5

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS
USED IN THIS TARIFF.

The following symbols shall be used in this tariff for the purpose indicated below:

C	-	To signify changed regulation.
D	-	To signify decreased rate.
I	-	To signify increased rate.
T	-	Textural Change.
N	-	New rate or regulation.

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 6

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the TremCom International, Inc. to business and residential customers for telecommunications between points within the State of Ohio. The Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 7

1. Definitions

Certain terms used generally throughout this tariff are defined below.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Company: TremCom International, Inc., a California corporation, which is the issuer of this tariff. The company's principal business office is 626 Wilshire Blvd. Suite 300, Los Angeles, California 90017.

Commission: The Public Utilities Commission of Ohio.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Station: Telephone equipment from or to which calls are placed.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 8

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the TremCom International, Inc. to business and residential customers for telecommunications between points within the State of Ohio.

The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service or facilities provided by any other entity.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

their nature extend beyond the termination of the term of the Service Order shall survive such termination.

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.
- 2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 10

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

ISSUED: June 20, 2001

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Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."
- 2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since its is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

ISSUED: June 20, 2001

EFFECTIVE: _____

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.2 Prohibited Uses

2.2.1 The service 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.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

ISSUED: June 20, 2001

EFFECTIVE: _____

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Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
626 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (e) for all charges for use of the Company's facilities or services accessed through remote access features for any PBX serving the Customer's premises or through similar features furnished in conjunction with Centrex-type local service, including, without limitation, any unauthorized use by unknown third parties.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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Dated _____, in Case No. _____

Elias M. Saad, President, TremCom International, Inc.
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- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

- 2.4.1.1 Taxes: The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the services furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 95-845-TP-C01.

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Interexchange Services
P.U.C.O.

Original Page 15

2. Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer

2.4.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.4.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.4.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.4.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.4.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

<u>Min.</u>	<u>Max.</u>
\$0.01	\$25.00

2.4.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure.

2.4.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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2. Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge (s) and three months' charges for the service or facility. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.4.5 Deposits

2.4.5.1 The Company does not require Customer to make a deposit.

2.4.6 Discontinuance of Service

2.4.6.1 Disconnection for nonpayment of local service

2.4.6.1.1 The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.

2.4.7 Discontinuance of Service

2.4.7.1 Disconnection for Nonpayment of Toll Service

2.4.7.1.1 In addition to enforcing, on its own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.

2.4.7.1.2 Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.

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2. Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Discontinuance of Service (Cont'd)

2.4.7.1 Disconnection for Nonpayment of Toll Service (Cont'd)

2.4.7.1.3 When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:

- (a) Must not function as a vehicle by which the nonpaying toll subscriber is denied access, through Presubscription, to any other toll service provider besides the one whose provision of service has precipitated the toll disconnection.
- (b) Must be available from the Company, by tariff, on a non-discriminatory basis to all toll service providers; and
- (c) Must consist of either a de-PICing mechanism or else a selective toll blocking service.

2.4.7.1.4 Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a non-discriminatory basis to all toll service providers.

2.4.7.2 Disconnection for Reasons other than Nonpayment

2.4.7.2.1 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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2. Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Discontinuance of Service (Cont'd)

2.4.7.2 Disconnection for Reasons other than Nonpayment (Cont'd)

- 2.4.7.2.2 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.4.7.2.3 Upon the Customer's insolvency, assignment for the benefit of creditors, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.4.7.2.4 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.4.7.2.5 The Company may discontinue the furnishings of any and/or all service(s) which a company is legally entitled to disconnect, to a Customer, without incurring any liability if:
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

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2. Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Discontinuance of Service (Cont'd)

2.4.7.2 Disconnection for Reasons other than Nonpayment (Cont'd)

- (c) the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by (1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or (3) Any other fraudulent means or devices;
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

2.4.7.3 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for services) furnished during the time of or up to suspension or discontinuance.

2.4.7.4 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges that may be set forth in the term contract or allowable under this tariff, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

ISSUED: June 20, 2001

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2. Regulations (Cont'd)

2.5 Allowances for Interruptions of Service

- 2.5.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-18.

2.5.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or Joint-User;
- (b) interruptions due to the negligence of any person, including but not limited to the customer, but not including the Company, its agent, or its underlying carrier;
- (c) interruptions due to the failure or malfunction of non-Company provided equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

ISSUED: June 20, 2001

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TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 21

2. Regulations (Cont'd)

2.5 Allowances for Interruptions of Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.5.3 Use of Alternative Service Provided by the Company:

Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.6 Cancellation of Service

2.6.1 Cancellation of Application for Service

2.6.1.1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. The special charges under this section will be calculated and applied on a case-by-case basis.

2.6.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

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2. Regulations (Cont'd)

2.6 Cancellation of Service (Cont'd)

2.6.2 Cancellation of Service by the Customer (Cont'd)

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then-current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.7 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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P.U.C.O.

Original Page 23

2. Regulations (Cont'd)

2.8 Notices and Communications (Cont'd)

- 2.8.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.8.5 Subscriber bills will contain all of the information required by 4901:1-5-16.

ISSUED: June 20, 2001

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TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 24

3. Promotional Offerings

- 3.1 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The wavier of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

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TremCom International, Inc.
Interexchange Services
P.U.C.O.

Original Page 25

4. Interexchange Service - Rates and Charges

4.1 Long Distance Service

4.1.1 Activation Fee:	\$0.00
4.1.2 Monthly Access Fee:	\$0.00
4.1.3 Usage Rate (per minute):	\$0.069

4.1.4 Calls are billed in six (6) second increments with a six (6) second minimum.

4.2 Calling Card Service

4.2.1 Activation Fee:	\$0.00
4.2.2 Monthly Access Fee:	\$0.00
4.2.3 Usage Rate (per minute)	\$0.149

4.2.4 Calls are billed in six (6) second increments with a thirty (30) second minimum.

2354/002/X25316-1

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EXHIBIT B

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2382
CONNECTION TEL 16147522496
SUBADDRESS
CONNECTION ID
ST. TIME 06/19 08:42
USAGE T 00'38
PGS. SENT 2
RESULT OK

FAXED

505 Sansome Street
Suite 900
San Francisco
California 94111

GOODIN, MACBRIDE,
SQUERI, RITCHIE & DAY, LLP
Attorneys at Law

Telephone
415/392-7900
Facsimile
415/398-4321

FACSIMILE TRANSMISSION

DELIVER TO: Mr. William T. Peters
Ohio Department of
Taxation

614/752-2496 (fax)
614/466-7371 (voice)

DATE: June 18, 2001
FILE: 2354-002
PAGES: 2
RETURN TO:

FROM: Alexandra M. Ozols

IF YOU EXPERIENCE PROBLEMS RECEIVING THIS FAX PLEASE CONTACT OUR FILE ROOM DIRECTLY AT 415-765-8422

**Notification of TremCom International, Inc.'s Intention to Provide
Telecommunications Services as an Utility within Ohio**

505 Sansome Street
Suite 900
San Francisco
California 94111

GOODIN, MACBRIDE,
SQUERI, RITCHIE & DAY, LLP
Attorneys at Law

Telephone
415/392-7900
Facsimile
415/398-4321

June 19, 2001

Alexandra M. Ozols

VIA FACSIMILE
614-752-2496

Mr. William T. Peters,
Administrator
Ohio Department of Taxation
Public Utility Tax Division
30 E. Broad Street, 21st Floor
Columbus, Ohio 43215

**Re: TremCom International, Inc.'s Notification of Its Intent to Conduct
Operations as a Telephone Utility in the State of Ohio**

Dear Mr. Peters:

The Public Utilities Commission of Ohio requires applicants seeking to provide telecommunications services within the state to notify the Department of Taxation of their intent to conduct operations as a telephone utility in Ohio. Please consider this letter to be TremCom International, Inc.'s notification to the Department of Taxation. TremCom International, Inc. is incorporated in the State of California.

Please let me know if you have any questions. I can be reached at 415/392-7900 or aozols@gmsr.com.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, RITCHIE & DAY, LLP

By

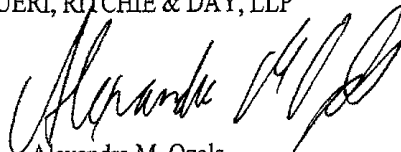

Alexandra M. Ozols

EXHIBIT C



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/20/2001	200111000132	FOREIGN LICENSE/FOR-PROFIT (FLF)	100.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

C.T. CORPORATION SYSTEM
17 S. HIGH STREET
JAMES TANKS III
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1223783

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
TREMCOR INTERNATIONAL, INC.

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

200111000132

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 19th day of April, A.D.
2001.

J. Kenneth Blackwell
Ohio Secretary of State