

EXHIBIT A

From: John Seabeck [John@clandt.com]
Sent: Monday, September 15, 2003 6:02 PM
To: Joyce,Debbie H - NKLAM
Subject: RE: Computer 5 Inc,

Received. Look forward to talking on Thursday. I agree to hold off processing until then.

Thanks

John J. Seabeck
LocalTel
Phone 509-884-6291
Fax 509-884-3557
E-mail John@CLANDT.com

>>> "Joyce, Debbie H, NKLAM" <dhjoyce@att.com> 9/15/03 4:01:45 PM >>>
John, Please confirm receipt

As a follow up to our conversation today, please confirm my understanding that you agree to allow AT&T to hold off processing the Intrastate amounts due, both past and present until we talk again on Thursday, September 18, 2003 at 3:00 eastern.

On Thursday, we will continue our dialog on a potential settlement and will discuss your findings regarding an agreement to reduce the rates that have been tarified via your participation with WECA.

I am glad to hear that you are pleased with the way things are moving along and that there exists a possibility for both our companies to work through the issues while employing a "win-win" approach.

I will call you on Thursday at 3:00 eastern.

Thank you,

Debbie H. Joyce
AT&T Business Development - CLECs
Voice: (770) 509-7961
Fax: (770) 575-2318

EXHIBIT B

REMIT TO:

LocalTel Communications - WA
343 Grant Road
East Wenatchee WA 98802-0000

AT&T Communications
Access Bill Coordinator
Caller Service 6908
Alpharetta GA 30009-0000

BILLING ACCOUNT 3229D0288
INVOICE NO D0288020513
BAR
BACR
BILL DATE May 11, 2002
DUE DATE Jun 11, 2002
PAGE 1

BILLING INQUIRIES CALL: John Seabeck

(509) 884-0611

**SWITCHED ACCESS SERVICE
FEATURE GROUP D**

Meet Point Billing

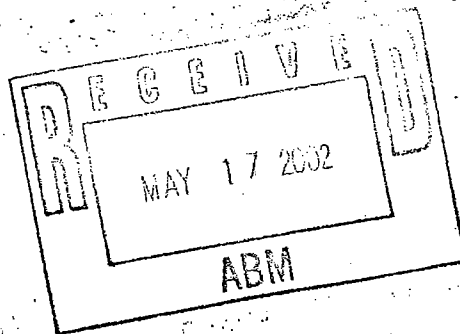
***** BALANCE DUE INFORMATION *****

TOTAL AMOUNT OF LAST BILL	0.00
PAYMENTS APPLIED	0.00
ZERO BALANCE DUE	0.00

***** DETAIL OF CURRENT CHARGES *****

LATE PAYMENT CHARGES	0.00
USAGE CHARGES	5,836.68
INTERSTATE	5,451.48
INTRASTATE	385.20
TOTAL CURRENT CHARGES	5,836.68

TOTAL AMOUNT DUE On Or Before 06/11/02	5,836.68
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LocalTel Communications - WA
343 Grant Road
East Wenatchee WA 98802-0000

AT&T Communications
Access Bill Coordinator
Caller Service 6908
Alpharetta GA 30009-0000

BILLING ACCOUNT 3229D0288
INVOICE NO D0288020513
BILL DATE May 11, 2002
PAGE 2

BILLING INQUIRIES CALL: John Seabeck (509) 884-0611

*** Detail Summary of Usage Charges ***
Meet Point Billing

INTERSTATE

Rate Category	Quantity	Amount
EC - 3229		
End Office		
Local Switching LS-2 Originating Minutes	312779	4,691.83
Local Switching LS-2 Terminating Minutes	50641	759.65
TOTAL FOR End Office:		5,451.48
INTERSTATE TOTAL:		5,451.48

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343 Grant Road
East Wenatchee WA 98802-0000

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BILLING ACCOUNT 3229D0288
INVOICE NO D0288020513
BILL DATE May 11, 2002
PAGE 3

BILLING INQUIRIES CALL: John Seabeck (509) 884-0611

*** Detail Summary of Usage Charges ***
Meet Point Billing

INTRASTATE

Rate Category	Quantity	Amount
EC - 3229		
End Office		
Local Switching LS-2 Originating Minutes	548	8.26
Local Switching LS-2 Terminating Minutes	25128	376.94
TOTAL FOR End Office:		385.20
INTRASTATE TOTAL:		385.20
TOTAL FOR EC - 3229:		5,836.68
TOTAL FOR ALL JURISDICTIONS:		5,836.68

LocalTel Communications - WA
343 Grant Road
East Wenatchee WA 98802-0000

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BILLING ACCOUNT 3229D0288
INVOICE NO D0288020513
BILL DATE May 11, 2002
PAGE 133

BILLING INQUIRIES CALL: John Seabeck (509) 884-0611

Detail of Usage Charges For Office WNTCWABADS0
Meet Point Billing
Prior Period Jan 07, 2002 Thru Feb 06, 2002

INTERSTATE

Rate Category	Miles /Qty	Access Minutes	Rate	BP	Amount
EC - 3229					
Bill Segment -					
End Office					
Local Switching LS-2 Terminating Minutes		2	.015		0.03
TOTAL FOR End Office:					0.03
TOTAL FOR EC - 3229:					0.03
INTERSTATE TOTAL:					0.03
TOTAL FOR USAGE PERIOD:					0.40

LocalTel Communications - WA
 343 Grant Road
 East Wenatchee WA 98802-0000

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BILLING ACCOUNT 3229D0288
INVOICE NO D0288020513
BILL DATE May 11, 2002
PAGE 4

BILLING INQUIRIES CALL: John Seabeck (509) 884-0611

Detail of Usage Statistics For Office BRPTWAXXDS1
 Meet Point Billing
 Usage Billing Cycle Apr 07, 2002 Thru May 06, 2002

Interstate InterLATA

Type Of Service	PIU	PCL	PIL	T/O	Msgs	Att/Msg	NCTF	NCTA	Conver. Minutes	Access Minutes
TANDEM										
800 non PCL/PRL										
From Apr 07 02 thru May 06 02	1.00	1.00000	1.0000		74					198
Domestic Dialing										
From Apr 07 02 thru May 06 02	1.00				250					688
TANDEM TOTAL:										886
Interstate InterLATA TOTAL:										886
TOTAL FOR USAGE PERIOD:										886

EXHIBIT C

CONFIDENTIAL

EXHIBIT D

NATIONAL EXCHANGE CARRIER ASSOCIATION, INC.
 DIRECTOR - TARIFF AND REGULATORY MATTERS
 80 S. JEFFERSON RD.
 WHIPPANY, N.J. 07981-0918

TARIFF F.C.C. NO. 4
 190TH REVISED SECTION 8
 CANCELS 189TH REVISED SECTION 8
 PAGE 41

ISSUED: DECEMBER 17, 2003

EFFECTIVE: JANUARY 01, 2004

WIRE CENTER AND INTERCONNECTION INFORMATION

COMPANY CODES FOR EXCHANGE TELEPHONE COMPANIES (CONT'D)

CODE	NECA MEMBER	COMPANY CATEGORY	COMPANY
3159	N	CLEC	Polar Telcom, Inc. - ND
3184	N	CLEC	Madison River Communications, LLC - TX
3200	Y	ILEC	Puerto Rico Tel Co -Central
3201	Y	ILEC	Puerto Rico Tel Co
3222	N	CLEC	Advanced Telcom Group, Inc. - MD
3230	N	CLEC	2nd Century Communications, Inc. - NV
3231	N	CLEC	Level 3 Communications, LLC - UT
3232	N	CLEC	Level 3 Communications, LLC - LA
3233	N	CLEC	Level 3 Communications, LLC - NE
3234	N	CLEC	Level 3 Communications, LLC - OR
3235	N	CLEC	Level 3 Communications, LLC - NC
3251	N	CLEC	Global Crossing Local Services, Inc. - SC
3268	N	CLEC	Rural Network Services, Inc. - ID
3275	N	CLEC	Fidelity Communications Services I, Inc. - MO
3282	N	CLEC	Wes-Tex Telecommunications, Inc. dba Westex Telecom - T
3285	N	CLEC	Level 3 Communications, LLC - AZ
328B	N	CLEC	US LEC of Pennsylvania Inc.-DE
3292	N	CLEC	NuVox Communications of Indiana, Inc., - IN
3300	Y	ILEC	Virgin Islands Telephone Corp. dba Innovative Telephone
3301	Y	ILEC	Southeast Mississippi Tel Co
3302			All West Communications, Inc. (OVERALL)
3303	Y	ILEC	SRT Communications, Inc.
3304	Y	ILEC	Humboldt Telephone Company
3307	Y	ILEC	Valley Telecommunications Inc
3310	Y	ILEC	Central Montana Communications Inc.
3311	Y	ILEC	Tidewater Telecom, Inc.
3312	Y	ILEC	Maine Telephone Company
3313	Y	ILEC	Sidney Telephone Co.
3314	Y	ILEC	Oxford West Telephone Company
3315	Y	ILEC	Mid-Maine Telecom
3316	Y	ILEC	Northland Telephone of ME, Inc
3320	Y	ILEC	Merrimack County Tel Co dba Contoocook Valley Tel Co
3321	Y	ILEC	Hollis Telephone Company, Inc.
3323	N	CLEC	Allegiance Telecom of Wisconsin, Inc. - WI
3324	N	CLEC	Frontier Communications of America, Inc. - PA
3331	Y	ILEC	Northland Telephone of VT, Inc
3332	Y	ILEC	Vermont Telephone Co., Inc.
3333	Y	ILEC	Copper Valley Telephone, Inc.
3334	Y	ILEC	Table Top Telephone Company

EXHIBIT E

APPLICATION OF COMPUTERLAND NETWORK & TELEPHONE

EXHIBIT A

Description of Services to be Offered and Joint Actions with Other Providers

ComputerLand Network & Telephone plans to offer resold and switched services including inter- and intra-LATA, interstate and international, WATS Services, dialed and operator-assisted telecommunications message services procured from interconnection agreements and underlying carrier agreements with GTE, US West . Other services will include prepaid and subscriber calling cards.

ComputerLand Network & Telephone is requesting authority to serve the entire State of Washington as both a competitive local exchange carrier and an interexchange carrier. Its immediate area of focus will be the Wenatchee area and it will move into contiguous markets over the next several years.

Previous Provision of Service and Location

ComputerLand Network & Telephone has been installing and providing services on business telephone equipment and cabling for 18 years. ComputerLand Network & Telephone is a new provider of local telecommunications services in the State of Washington. It has not previously provided any type of local telecommunications services in Washington or elsewhere.

RECEIVED
REGISTRATION DIVISION
99 OCT 28 AM 11:25
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

RMD

Computers 5* Inc.
PRICE LIST

Original Page No. 1

COMPUTERLAND NETWORK & TELEPHONE
341 GRANT ROAD
EAST WENATCHEE, WASHINGTON 98802
(509) 884-0611

Describing All Services Offered; and
All Prices, Charges, Terms and Conditions
Pertaining Thereto

Definitions (Section 1) and Rules and Regulations (Section 3) are identical to the
Definitions and Rules and Regulations provided by the Commission (except as
follows)

Date Issued:

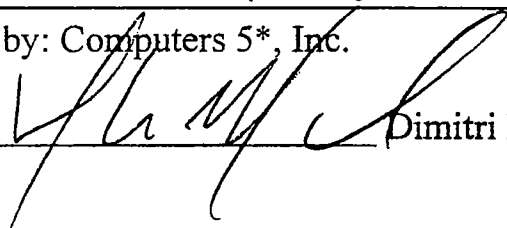
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5*, Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

Page No. 2

EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulations
- (D) To signify discontinued rate, regulation or condition
- (I) To signify increase
- (K) To signify that material has been transferred to another sheet or place in the price list
- (M) To signify that material has been transferred from another sheet or place in the price list
- (N) To signify new rate, regulation, condition or sheet
- (O) To signify no change*
- (R) To signify reduction
- (T) To signify a change in text for clarification

- the use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

Date Issued:

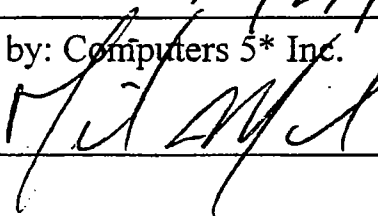
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

Original Page No. 3

SECTION 1 - DEFINITIONS.

Authorized User: An end user authorized by the customer to use the service.

Collect Call: A billing arrangement where a call is billed to the called station.

Commission: The Washington Utilities and Transportation Commission.

Customer: The person, firm, corporation or other entity which orders or uses service and has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to called customer locations and for compliance with price list regulations.

Measured Service: The provision of intrastate and interstate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for any access lines.

Operator Station: A call that is completed with the assistance of an operator and billed to the calling party.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agrees to talk to another person.

Third Party Calling: Service option that allows a call to be billed to an account different from that of the calling or called party.

Date Issued:

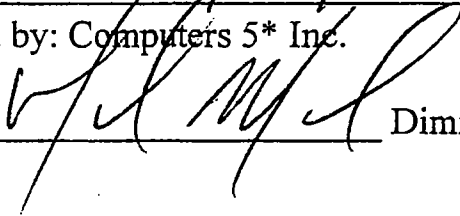
10/27/99

Effective Date:

11/2/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.

PRICE LIST

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES

1. DESCRIPTION OF SERVICE

- a. ComputerLand Network & Telephone offers resold and switched services including local exchange, intrastate, interstate and international, Prepaid Calling Card, WATS Services, dialed and operator-assisted telecommunications message services procured from common carriers in the local exchange and long distance sectors.
- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch utilizing audio tone detection. The company does not bill for incomplete calls.

2. LOCATION OF SERVICE

- a. ComputerLand Network & Telephone serves the entire State of Washington as both a Competitive Local Exchange Carrier and an Interexchange Carrier. Its initial areas of focus is Wenatchee with expansion into the remainder of the state over ensuing years.

Date Issued:

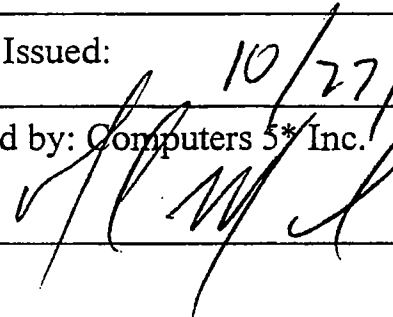
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

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3. PRICES AND CHARGES

Local Exchange

Residential Service

In areas where GTE Northwest or other Independent telephone company is the Incumbent Local Exchange Carrier, ComputerLand Network & Telephone hereby elects to mirror the tariffs and rates for Local exchange service, as filed by GTE Northwest, with the Washington Utilities and Transportation Commission.

In areas where US West is the Incumbent Local Exchange Carrier, ComputerLand Network & Telephone hereby elects to mirror the tariffs and rates for Local exchange service, as filed by US West, with the Washington Utilities and Transportation Commission.

ComputerLand Network & Telephone will add to bill all applicable surcharges assessed by other agencies.

Business Service

In areas where GTE Northwest or other Independent telephone company is the Incumbent Local Exchange Carrier, ComputerLand Network & Telephone hereby elects to mirror the tariffs and rates for Local exchange service, as filed by GTE Northwest, with the Washington Utilities and Transportation Commission.

In areas where US West is the Incumbent Local Exchange Carrier, ComputerLand Network & Telephone hereby elects to mirror the tariffs and rates for Local exchange service, as filed by US West, with the Washington Utilities and Transportation Commission.

ComputerLand Network & Telephone will add to bill all applicable surcharges assessed by other agencies.

Date Issued:

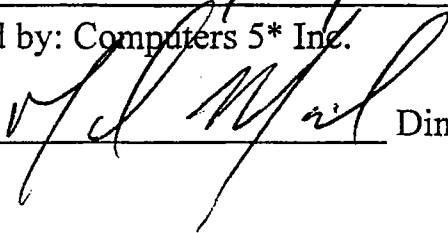
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

Original Page No. 9

SECTION 3 - RULES AND REGULATIONS

1. ADOPTION OF RULES OR REGULATORY AUTHORITY

- a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this price list unless otherwise waived by order of the Commission.

2. INTERCONNECTION

- a. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way and other arrangements necessary for such interconnection. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

3. APPLICATION FOR SERVICE

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.

Date Issued:

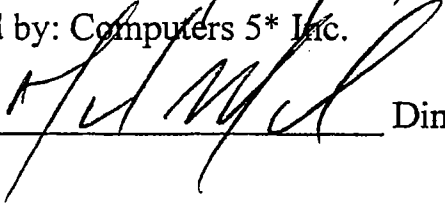
10/27/99

Effective Date:

11/2/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

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4. DEPOSITS

- a. Customers will be required to demonstrate satisfactory credit when ordering either local exchange service or interexchange service. The requirements and conditions for establishing satisfactory credit shall be the same as those set forth in Commission Rules at WAC 480-120-056, which are adopted and made a part of this price list by reference.
- b. When a customer does not evidence satisfactory credit based on the measurements set forth in WAC 480-120-056 (3), the requirements for the type and amount of deposit necessary shall be those listed in WAC 480-120-056 (4) and (5).
- c. Conditions for transfer of deposits from an existing location to a new location; interest paid on deposits; extended payment of deposits; alternative to deposit; and refunds on deposits shall be those set forth in WAC 480-120-056 (6) – (12).

5. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly basis in arrears.
- b. Initial billing for set-up and installation charges or monthly services fees will not commence for any new customer until the customer has been placed in service.
- c. Billing will be payable upon receipt and past due 15 days after issuance.

Date Issued:

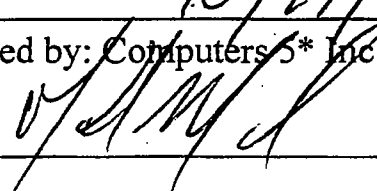
10/27/99

Effective Date:

11/2/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

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6. CANCELLATION BY CUSTOMER

- a. Cancellation of service by the customer can be made either verbally or in writing and is applied pursuant to WAC 480-120-081 (1) as follows:
 - i. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
 - ii. When an application which requires special design work is canceled after the design work has begun, the company may collect charges equal to the cost incurred for the associated design work to date.
 - iii. If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

7. DISCONNECTION OF SERVICE BY CARRIER

- a. The carrier may discontinue service for any of the following reasons:
 - i. Nonpayment of bills;
 - ii. Tampering with the company's property;
 - iii. Vacation of the premises by subscriber;
 - iv. Violation of rules, service agreements or filed price list;
 - v. Use of subscriber equipment which adversely affects the company's service to its other subscribers;
 - vi. Fraudulent obtaining or use of service;
 - vii. Unlawful use of service or use of service for unlawful purposes.

Date Issued:

Effective Date:

Issued by: Computers 5* Inc.

By:

 Dimitri Mandelis

Title: President

**Computers 5* Inc.
PRICE LIST**

Original Page No. 12

7. DISCONNECTION OF SERVICE BY CARRIER (Cont'd)

b. Except in case of danger to life or property, fraudulent use, impairment of service or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative the company may provide delivered notice and disconnect not prior to 5 p.m. of the next business day, in accordance with WAC 480-120-081 (5).

c. Before service is disconnected, the company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefor. The company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the company may provide personal notice in accordance with WAC 480-120-081 (5).

Telephone or personal contact need not be attempted when the company has attempted such contact in any two billing periods during a consecutive twelve-month period and the company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

d. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.

Date Issued:

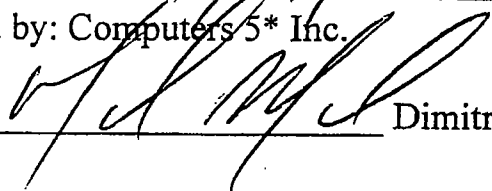
10/27/99

Effective Date:

11/8/99

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By:



Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

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7. DISCONNECTION OF SERVICE BY CARRIER (Cont'd)

- e. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.
- f. When the company has reason to believe service is to other than the subscriber of record, the company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.
- g. Where service is provided to a hospital, medical clinic with resident patients or nursing home, notice of the pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or his/her designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interest of the resident patients.
- h. The company may not immediately disconnect service if the customer has met the requirements of WAC 480-120-081 (3) regarding a medical emergency.
- i. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.

Date Issued:

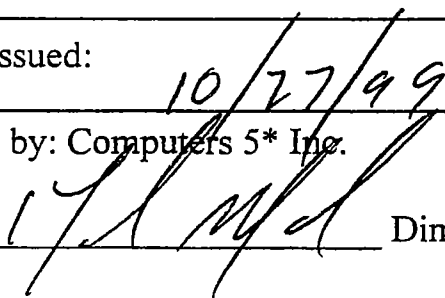
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis Title: President

Computers 5* Inc.
PRICE LIST

Original Page No. 14

7. DISCONNECTION OF SERVICE BY CARRIER (Cont'd)

- j. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer has been made as provided for in the price list of ComputerLand Network & Telephone.

8. INTERRUPTION OF SERVICE

- a. The company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruptions in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.
- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

9. RESTORATION OF SERVICE

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities and in compliance with WAC 480-120-520.

Date Issued:

10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:

[Signature]

Dimitri Mandelis

Title: President

Computers 5* Inc.
PRICE LIST

Original Page No. 15

10. TAX ADJUSTMENT

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill to the customer.

Date Issued:

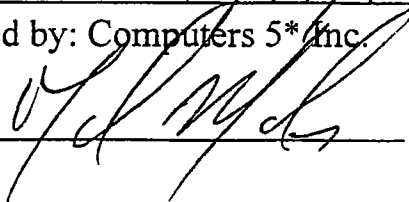
10/27/99

Effective Date:

11/8/99

Issued by: Computers 5* Inc.

By:



Dimitri Mandelis

Title: President

PUBLIC SERVICE COMMISSION
INDEMNITY BOND
to the
PEOPLE OF THE STATE OF WASHINGTON

BOND NO. LPM8422953

We, **COMPUTERS 5 INC.**, principal and applicant for approval of a registration application to provide intrastate interexchange telecommunications service within the State of Washington, and **FIDELITY & DEPOSIT COMPANY OF MARYLAND** as an admitted surety insurer, bind ourselves unto the Utilities and Transportation Commission of the State of Washington, a Obligee, in the penal sum of **FIVE THOUSAND AND NO/100** (\$5,000.00) DOLLARS.

The total aggregate liability under this bond is limited to **FIVE THOUSAND AND NO/100** (\$5,000.00) DOLLARS.

The conditions of this obligation are such that principal shall in all respects fully and faithfully comply with all applicable provisions of WAC 480-121-040. This obligation shall be used to return customer deposits and advance payments to individuals who have paid for the intrastate telecommunication services of the principal if the principal is unable to provide such service or return the deposits and advance payments to its customers. Within forth-eight (48) hours of such event, principal shall provide to insurer a list of prepaid card account codes it believes to be outstanding in the state of Washington together with the remaining balances. Bond agent agrees to act as administrator of the funds and to distribute remaining account balances to cardholders who request refunds in writing.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Washington Utilities and Transportation Commission, provided that the surety may cancel this Bond and be relieved of further reliability hereunder by delivering (30) days' written notice to the Washington Utilities and Transportation Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. The principal will promptly reissue a bond before the end of the thirty-day period for an amount equal to or greater than the value of this instrument unless the parties agree otherwise.

Dated this **2ND** day of **AUGUST**, 1999.

COMPUTERS 5 INC.


PRINCIPAL

**FIDELITY & DEPOSIT COMPANY
OF MARYLAND**


SURETY COMPANY

Donna L. Ward, Attorney-In-Fact

LIBKE INSURANCE ASSOCIATES, INC.
P.O. BOX 520, WENATCHEE, WA 98807

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert F. Libke and Donna L. Ward, both of Wenatche, Washington, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert B. Mitchell, etal, dated October 28, 1991.

The said Assistant Secretary does hereby certify that the exact copy set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of February, A.D. 1997.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith
Assistant Secretary

By: W. B. Walbrecher
Vice-President

State of Maryland }
County of Baltimore } ss:

On this 17th day of February, A.D. 1997, before me the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. WALBRECHER, Vice-President and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader
Notary Public
My Commission Expires: August 1, 2000

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

2nd day of August, 1999.

S. D. Matis
Assistant Secretary

EXHIBIT F

Computers 5* Inc. dba LocalTel
Price List

Original Page No 16

Network Access and Toll Service

Concurrence in "WECA TARIFF" WNU-1

Carrier Common Line Access Service

Regulations, Rates and Charges for Carrier Common Line Access Service are the same as those set forth in WASHINGTON EXCHANGE CARRIER ASSOCIATION Tariff No. WNU-1.

Concurrence in "WECA TARIFF" WNU-2

By this reference thereto, LocalTel for the purpose of providing intrastate access service, hereby concurs in Washington Exchange Carrier Association Tariff WNU-2 filed with the Washington Utilities and Transportation Commission (the "WECA Tariff"). The Company's provision of service as set forth in the WECA Tariff for switched access service is specifically intended to provide exchange network access to ICs for their own use or in furnishing their authorized intrastate services to end users, and for operational purposes directly related to the furnishing of their authorized services, and no other. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services.

Date Issued:

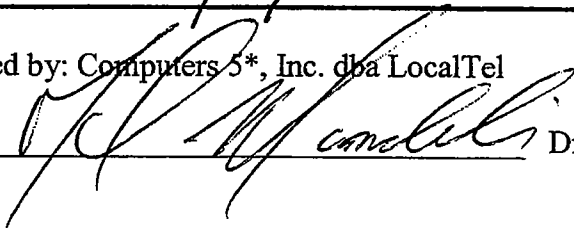
1/06/03

Effective Date:

1/17/03

Issued by: Computers 5*, Inc. dba LocalTel

By:



Dimitri Mandelis Title: President