

P.S.C. Tariff Mo. No. 2

Long Distance Interexchange Telephone Service

CAT Communications International, Inc.

P.S.C. Mo. Tariff No. 2

Original Page No. 1

RESOLD INTEREXCHANGE TELEPHONE SERVICE

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF NO. 2

OF

CAT COMMUNICATIONS INTERNATIONAL, INC.

5650 Hollins Road

Roanoke, Virginia 24019

Phone: 1-888-477-1224 (Customer Service)

This tariff contains the description, regulations, and rates applicable to the furnishing of long distance interexchange telecommunications services provided by CAT Communications International, Inc. within the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business.

COMPETITIVE CLASSIFICATION

CAT Communications International, Inc. has been granted competitive status as defined by the Commission in Case No. TO-88-142.

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RESOLD INTEREXCHANGE TELEPHONE SERVICE

WAIVERS

The following Rules and Regulations have been waived for purposes of offering network services as set forth herein:

Statutes:

- 392.240(1) - ratemaking
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debt and notes
- 392.340 - reorganization(s)

Missouri Public Service Commission Rules:

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.010(2)(C) - rate schedules
- 4 CSR 240-30.040 - Uniform System of Accounts
- 4 CSR 240-32.030(1)(B) - exchange boundary maps
- 4 CSR 240-32.030(1)(C) - record keeping
- 4 CSR 240-32.030(2) - in-state record keeping
- 4 CSR 240-32.050(3) - local office record keeping
- 4 CSR 240-32.050(4) - telephone directories
- 4 CSR 240-32.050(5) - call intercept
- 4 CSR 240-32.050(6) - telephone number changes
- 4 CSR 240-32.070(4) - public coin telephone
- 4 CSR 240-33.030 - minimum charges rule
- 4 CSR 240-33.040(5) - financing fees

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RESOLD INTEREXCHANGE TELEPHONE SERVICE**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
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4	Original		
5	Original		
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SYMBOLS

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

- D - To Signify Deleted or Discontinued Material
- I - To Signify A Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Material
- R - To Signify A Rate Reduction
- T - To Signify Change In Text or Regulation, but No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Department. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Department, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Department.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - CAT Communications International, Inc., unless specifically stated otherwise.

Company - CAT Communications International, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a one minute credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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RESOLD INTEREXCHANGE TELEPHONE SERVICE

1.1 Definitions (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

- 2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.
- 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, 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.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

2.4 Carrier Liability

2.4.1 The Company shall not be liable for 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. In any event, the Company's liability to a customer is limited to the charges for services rendered to the customer.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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2.4 Carrier Liability (continued)

- 2.4.3 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, all of which warranties by Carrier are hereby excluded and disclaimed.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 Carrier shall be indemnified and held harmless by the customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information or other content transmitted over the Company's facilities;
 - B. All other claims arising out of any act or omission of the Customer in connection with any service provided by Carrier.
 - C. In no event shall the Company be liable to customer for any general, indirect, special, incidental, consequential or punitive loss or damage of any kind, or character including lost profits (whether or not the company has been advised of the possibility of such loss or damage), by reason of any act or omission in the Company's performance under this agreement.
- 2.4.6 No agent, independent contractor, or employee of any other carrier shall be deemed to be an agent, independent contractor or employee of the Company.
- 2.4.7 The Company is not liable for interruptions in service caused by customer's failure to notify Company prior to any change.

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2.5 Interruption of Service

2.5.1 Credit allowances for the interruption of service which is not due to the Company's testing or adjusting, the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company's facilities.

2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.6 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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2.7 Responsibility of the Customer

- 2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier'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 Carrier and complying with all of Carrier'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 name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
 - D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Credit Allowance for Failure of Service

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions for implementation of customer order or change in service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to failure of customer provided service or equipment.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.8 Payment for Services

- 2.8.1 Charges for prepaid services are collected in advance of the provision of service.
- 2.8.2 For any non-prepaid services offered by the Company, payment is due upon receipt of invoice, but will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- 2.8.3 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.8.4 Billing inquiries may be directed to the Company at its toll free number 888-477-1224. The Company's billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice or the service may be subject to disconnection.
- 2.8.5 Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.9 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.10 Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this tariff. A late payment penalty may be assessed only once on any bill for services.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 Termination of Service by Carrier

- 2.13.1 In the event that any bill rendered is not paid, the Company may suspend service or terminate service until the bill has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Re-Connection Charge in addition to any payments due.
- 2.13.2 Upon 5 days written notice, Carrier may terminate service or cancel an application for service without incurring any liability for any of the following reasons:
- A. Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;
 - B. Violation of any regulation governing the service under this tariff;
 - C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
 - D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - F. Customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.14 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Department regarding specific promotions and contests.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.15 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment 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, 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 and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.16 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.17 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.18 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.19 Customer Complaints

Customers can reach the Company's Customer Service department by dialing 1-888-477-1224 toll free. Any unresolved disputes may be directed to the attention of the Missouri Public Service Commission.

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SECTION 3 - DESCRIPTION OF SERVICES OFFERED

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

3.2 Product Descriptions

3.2.1 Prepaid Switched Outbound Long Distance Service

The Company's outgoing long distance service is available to customers on a prepaid basis and can be accessed by dialing a 101XXXX access code or a toll free access telephone number provided by the Company.

3.3 Directory Assistance

The Company does not provide directory assistance.

3.4 Operator Service

The Company does not provide Operator Service to subscribers.

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SECTION 4 - RATES

4.1 Prepaid Outbound Long Distance Service Rates

4.1.1 Prepaid Switched Access Outbound Per Minute Service

This long distance service is offered on a per minute of use basis.

\$0.25 per minute.

Billed in whole minute increments.

4.1.2 Prepaid Switched Access Outbound Package Service

These long distance packages are only offered in conjunction with the Company's prepaid local exchange service.

<u>Monthly</u> <u>Minutes of Use</u>	<u>Additional</u> <u>Monthly Fee</u>
60 minutes	\$10.00
120 minutes	\$20.00

Billed in whole minute increments.

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SECTION 4 - RATES, CONT.

4.2 Returned Check Charge

\$20.00 per check

4.3 Reconnection Charge

\$30.00 per occurrence. This charge applies to interexchange service offered in conjunction with the Company's local exchange service and disconnection therewith.

4.4 Late Payment Charge

Account payments not received within thirty (30) days from the date the bill was rendered will be charge a late payment charge one and one-half percent (1.5%).

4.5 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance marketing of services. These promotional offerings will be subject to Commission approval prior to implementation.

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