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August 5, 1999

FILED

AUG 6 1999

VIA FEDERAL EXPRESS

Mr. Dale Roberts
Executive Secretary
Missouri Public Service Commission
301 West High Street, Suite 530
Jefferson City, Missouri 65101

Missouri Public
Service Commission

TA-2000-98

Re: *In the Matter of the Application of Maverix.com, Inc. For a Certificate of Public Convenience and Necessity in the State of Missouri For the Purpose of Providing Data High Speed Communications Technologies for Non-Basic, Non-Switched Local Exchange Services and Interexchange Services. (IntraLATA and InterLATA) and for Authority to Transfer Assets*

Dear Mr. Roberts:

Enclosed for filing with the Commission are the original and 14 copies of the Application of Maverix.com, Inc. for a Certificate of Public Convenience and Necessity and Application for Authority to Transfer Assets. Also enclosed are two additional copies of this document, which I would ask that you return marked "filed" in the enclosed envelope. By copy of this letter, two copies of this document has been sent to the Office of Public Counsel. If you should have any question, please do not hesitate to contact me.

Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

Lisa Creighton
Lisa C. Creighton /cmw

LCC/cmw
Enclosures

cc: Office of Public Counsel

**STATE OF MISSOURI
BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

FILED
AUG 6 1999
Missouri Public
Service Commission

In the Matter of the Application of)
Maverix.com, Inc.)
For a Certificate of Public Convenience)
and Necessity in the State of Missouri)
For the Purpose of Providing Data High)
Speed Communications Technologies for)
Non-Basic, Non-Switched Local Exchange)
Services and Interexchange Services)
(IntraLATA and InterLATA))

Case No. 7A-2000-98

**APPLICATION OF
MAVERIX.COM, INC.
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to the guidelines found in Senate Bill 507, Missouri Title XXV, Chapter 392 of the Missouri Revised Statutes, Rules of Department of Economic Development 4 C.S.R. 240-2.040, 4 C.S.R. 240-2.060 and 4 C.S.R. 240-2.080, the Public Service Commission and its decisions authorizing local competition in the State of Missouri, Maverix.com, Inc. ("Maverix") hereby requests authority to provide non-basic, non-switched, local competitive telecommunications and to provide interexchange (intraLATA and interLATA) digital communication services to customers in the State of Missouri. This Application is submitted by Maverix, in order to be classified as a Competitive Local Exchange Carrier ("CLEC") and as an Interexchange Carrier ("IXC") specializing in digital communication services.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Maverix requests authority to operate as a CLEC specializing in digital communication services in territories currently served by Southwestern Bell Telephone Company ("SWBT"), Sprint, and GTE and as an IXC Carrier in the State of Missouri. In support of its Application, Maverix submits the following filing requirements:

1. Legal name under which Applicant will Conduct Business in Missouri [4 C.S.R. 240-2.060(1)(A)]

MAVERIX.COM, INC.

Applicant received a Certificate of Authority from the State of Missouri on July 23, 1999.

Please see Appendix "1" **Certificate of Authority** issued by Missouri Secretary of State.

The address and telephone number of the principal office is:

2707 North Lincoln Avenue, Unit N
Chicago, Illinois 60614
Telephone: (773) 525-7021
Facsimile: (773) 525-7023

2. Name, Address and Telephone Number of Authorized Representative that Public Service Commission Staff Should Contact for Further Information on this Application [4 C.S.R. 240-2.060(1)(C)]:

James F. Kalishman
Maverix.com, Inc.
2707 North Lincoln Avenue, Unit N
Chicago, Illinois 60614
Telephone: (773) 525-7021

Correspondence or communications regarding this Application should be addressed as follows:

Lisa C. Creighton, Esq.
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
Telephone: (816) 932-4461
Facsimile: (816) 531-7545

and

James F. Kalishman
Maverix.com, Inc.
2707 North Lincoln Avenue, Unit N
Chicago, Illinois 60614
Telephone: (773) 525-7021
Facsimile: (773) 525-7023

3. Applicant is represented by legal counsel, Lisa C. Creighton, Esq., Missouri Bar No. 42194.

4. Applicant will be conducting business in the State of Missouri as MAVERIX.COM, INC.

5. a. Form of Business:

Applicant is a Delaware Corporation. Applicant was incorporated in the State of Delaware on June 18, 1999.

b. Articles of Incorporation:

A certified copy of Applicant's Articles of Organization is attached as Appendix "2"

Articles of Incorporation.

6. (a) Proposed Services [4 C.S.R. 240-2.060(1)(B)]:

Maverix seeks entry as a competing company specializing in high-speed digital communications technologies for non-basic, non-switched, local exchange services and interexchange services (intraLATA and interLATA) to customers throughout the State of Missouri. Applicant offers xDSL services. Authority is sought for the entire State for interexchange services and for SWBT, Sprint, and GTE service territories for non-basic, non-switched, local exchange services.

xDSL are point-to-point non-basic, non-switched, local exchange technologies that allow multiple forms of data, voice and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and the consumer site. As 98% of all potential consumers, business and residential, have installed telephone lines, xDSL is the lower cost solution to traditional T1, Fractional T1, or ISDN lines that carry cost prohibitive installation fees. xDSL can utilize a higher frequency to ride over voice on standard twisted pair copper.

It can also be provided on a separate circuit from the voice connection. In either case, there is no interference. xDSL provides the consumer "always on" business bandwidth over standard twisted-pair copper.

(b) Missouri Deployment:

Maverix anticipates that it will be negotiating interconnection and/or resale agreements with SWBT, Sprint, and GTE. These interconnection/resale agreements will enable Applicant to offer xDSL technology to customers.

Applicant's current business plans do not involve the construction of network facilities.

(c) Applicant's Personal Strengths:

Applicant presents technical competence to provide non-basic, non-switched, local exchange telecommunication services in xDSL as demonstrated in the attached Appendix "3"

Key Personnel Profiles.

(d) Switching Data Telecommunications Service Providers:

Applicant does not offer voice services but rather is a data services provider. Applicant does not engage in slamming and shall not engage in switching end-users' data telecommunications providers without written authorization from the end-user.

7. Service Area:

Pursuant to this Application, Maverix anticipates targeting markets in major and rural territories throughout the State of Missouri for deploying its xDSL technology. SWBT territory has first priority for the implementation of new services. Deployment into the territories of other statewide telephone companies will follow in accordance with a scheduled time frame. In time, Applicant may build a state-wide network that will connect each central office in the State of Missouri.

8. (a) Classes of Customers Applicant Intends to Serve:

Business and residential.

(b) A Detailed Description of the Communications Network Applicant Proposes to Utilize in Missouri:

As a local access provider, Applicant will build a network infrastructure in Missouri to service the last mile. The network will deliver data and value-added services over leased lines to the consumers. Applicant will lease copper loop UNEs from RBOC SWBT and ILECs Sprint and GTE to deliver its services. Data switching is based on end points irregardless of whether

the points are intrastate or interstate. Applicant will also deliver Internet services to consumers such as e-mail and web hosting if the customer so desires.

(c) Identify the Types of Services Applicant Seeks Authority to Provide:

Data communication services.

(d) List the Technology that Will be Used to Deliver the Service:

Digital subscriber line technologies.

9. Illustrative Tariff:

Please see Appendix "4" Maverix.com, Inc. Regulations and Schedule of Charges for Local Exchange Services Within the State of Missouri.

10. (a) Applicant's Business History:

Applicant was incorporated in the State of Delaware on June 18, 1999, as Maverix.com, Inc. Applicant was organized as a Corporation. Applicant is an affiliate of an existing Missouri certified telecommunications provider, Harcourt Telco, L.L.C. d/b/a Maverix.com, Inc. ("Harcourt"). When Applicant is certified in this docket, Harcourt will file a notice with this Commission of its intention to transfer to Maverix its Certificate of Public Convenience and Necessity issued March 2, 1999 in Case No. TA-99-310. Harcourt will cease any telecommunications operations when Maverix is certified. To the extent Harcourt has acquired any customers prior to the transfer, the customers will be notified. Further, Maverix' tariff is identical to Harcourt's tariff. Therefore, the transfer will be transparent to customers.

(b) Compliance with Rules and Orders Relating to Service Requirements:

All hardware, firmware, and software products utilized by Maverix will be tested with regard to Year 2000 compliance status. Applicant is confident no service interruptions to customers will occur as a result of Year 2000.

11. Federal Telecommunications Act of 1996:

Applicant offers xDSL services---advanced telecommunications as specified under Section 706 of the Telecommunications Act of 1996. Such services enable users to originate and receive high-quality voice, data, graphics, and video telecommunications using any technology. Applicant provides data telecommunications utilizing xDSL technology. Applicant will seek UNEs from the incumbent local exchange carriers as specified under Section 251.

12. Compliance:

No pending nor completed criminal, civil, or administrative action has been taken against the Applicant nor any person identified in this Application by a state or federal authority, including any settlements, in connection with Applicant's provision of telecommunication services.

13. (a) Applicant's Customer Service Program [4 C.S.R. 240-32.070(6)]:

Applicant intends to establish a customer service line prior to the Start Date of service. The customer service call center will assist with all technical service issues as well as provisioning RBOC and ILEC due date negotiations, billing questions and customer account concerns. Customer service representatives will have access to network operations monitoring information to better notify consumers of potential issues and service restoration time frames plus a database containing provisioning and accounting data.

14. Falsification:

Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application.

15. Cessation:

Applicant understands that if it plans to cease doing business within the State of Missouri, it is under a duty to request authority from the Missouri Public Service Commission for permission prior to ceasing business.

16. Information Concerning the Provision of Mandatory Service:

Applicant is not a 1+/0+ carrier and currently has no plans to offer voice services.

Applicant requests waiver of the following 1+/0+ carrier services:

- Operator and Directory Assistance
- Directories [4 C.S.R. 240-32.050(3-6)]
- Enhanced 911 Emergency Service [4 C.S.R. 240-32.100(2)(C)]
- Coin Telephones [4 C.S.R. 240-32.070(4)]
- Individual Line Service [4 C.S.R. 240-32.100(2)(A)]
- Dual tone multifrequency signaling [4 C.S.R. 240-32.100(2)(B)]
- Telecommunications Relay Service (TRS)
- Dialing Parity [4 C.S.R. 240-32.100(2)(G)]
- AOS requirements
- Local Number Portability
- 24 Hour Emergency Service Calling Plan for Message Toll Service (MTS)

As Applicant's service offerings will not utilize these services, waivers may not be necessary. Applicant further requests, pursuant to Section 392.420, RSMo that the Public Service Commission waive the application of the following rules and statutory provisions as they relate to the regulation of Applicant:

Statutory Provisions

392.210.2	System of Accounts
392.240(1)	Rates-reasonable average return on investment
392.270	Property valuation
392.280	Depreciation rates
392.290	Issuance of securities
392.300.2	Acquisition of Stock
392.310	Stock and debit issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization

Missouri Public Service Commission Rules

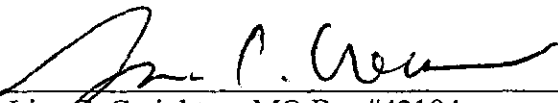
4 C.S.R. 240-10.020	Income on depreciation fund investments
4 C.S.R. 240-30.010(2)(C)	Posting exchange rates at central offices
4 C.S.R. 240-32.030(1)(B)	Exchange boundary maps
4 C.S.R. 240-32.030(1)(C)	Record of access lines
4 C.S.R. 240-33.030	Inform customers of lowest priced service
4 C.S.R. 240-30.040	Uniform System of Accounts
4 C.S.R. 240-32.040(2)	Records Within the State
4 C.S.R. 240-32.050(3)-(6)	Information concerning local service tariffs, maps, directories, and telephone numbers
4 C.S.R. 240-32.070(4)	Coin telephone
4 C.S.R. 240-33.040(5)	Nonassessment of finance charge for late pay
4 C.S.R. 240-35	Bypass

WHEREFORE, Maverix.com, Inc. respectfully requests that the Public Service Commission (1) enter an Order granting this Application, thereby conferring on Maverix.com, Inc. authority to provide data high speed digital communications technologies for non-basic, non-switched, local exchange services and interexchange services (intraLATA and interLATA), to customers in the State of Missouri; (2) classify these services as competitive, and (3) waive certain statutory provisions and rules.

Respectfully submitted,

Maverix.com, Inc.

By:


Lisa C. Creighton, MO Bar #42194
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
Telephone: (816) 932-4461
Facsimile: (816) 531-7545

Dated:

August 5, 1999

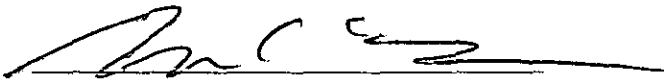
VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

COMES NOW Lisa C. Creighton, being of lawful age and duly sworn, who swears and affirms as follows:

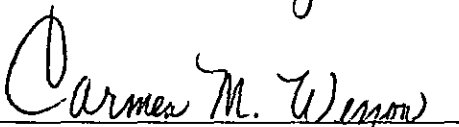
1. My name is Lisa C. Creighton and I am the attorney for Maverix.com, Inc. In that capacity, I am authorized to verify this Application and the information contained thereon on behalf of Maverix.com, Inc.

2. The information contained in the Application is true and accurate to the best of my knowledge and belief.



Lisa C. Creighton

Subscribed and sworn to before me this 5th day of August, 1999.



Notary Public

My Commission Expires:

**CARMEN M. WESSON
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. MARCH 23, 2000**

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
MAVERIX .COM, INC.

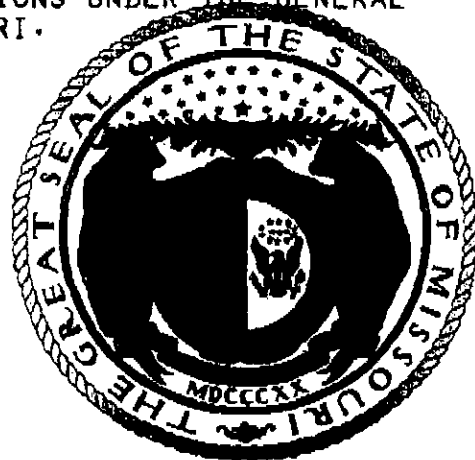
USING IN MISSOURI THE NAME
MAVERIX .COM, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 23RD DAY OF JULY, 1999.


Secretary of State



\$155.00

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MAVERIX.COM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF JULY, A.D. 1999.



3058536 8300
991276197


Edward J. Freel, Secretary of State

AUTHENTICATION: 9852704
DATE: 07-08-99

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "MAVERIX.COM, INC.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF JUNE, A.D. 1999, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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991247536

AUTHENTICATION: 9815130

DATE: 06-18-99

**CERTIFICATE OF INCORPORATION
OF
MAVERIX.COM, INC.**

FIRST: The name of the Corporation is *Maverix.com, Inc.*

SECOND: The address of the Corporation's registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business to be conducted or promoted and the purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is thirty thousand (30,000) shares of common stock, having a par value of One Cent (\$.01) per share (the "Common Stock").

The holders of Common Stock shall be entitled to receive dividends out of any funds of the Corporation at the time legally available for the purpose, if, as and when declared by the Board of Directors. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held by such holder, on any matter submitted for the vote or written consent of stockholders of the Corporation. There shall be no cumulative voting in the election of directors.

FIFTH: The name and mailing address of the incorporator of the Corporation is as follows: Brett M. Hartings, One Mercantile Center, St. Louis, MO 63101.

SIXTH: No stockholder of the Corporation shall have any preemptive right to acquire any shares of any class of stock of the Corporation, whether now or hereinafter authorized, or any securities or obligations (including, but not limited to, securities or obligations convertible into any class of stock issued by the Corporation), whether issued or sold for cash, property, services or otherwise.

SEVENTH: The Corporation shall have a perpetual existence.

EIGHTH: In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized to make, adopt, alter, amend and repeal the By-Laws of the Corporation, subject to the power of the stockholders of the Corporation to alter, amend and repeal the By-Laws.

NINTH: The following provisions shall apply with respect to the liability of the Corporation's directors and the Corporation's power to indemnify its officers, directors, employees and agents for certain actions taken by them:

A. Elimination of Certain Liability of Directors.

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 06/18/1999
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breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the General Corporation Law of the State of Delaware (the "General Corporation Law"), or (4) for any transaction from which the director derived an improper personal benefit.

B. Indemnification and Insurance.

(1) Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee or agent of the Corporation or is or was a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized or permitted by the General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than the General Corporation Law permitted to the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees and expenses, judgments, fines, excise taxes assessed with respect to any employee benefit plan and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors, and administrators; provided, however, that, except as provided in paragraph (2) of this Section B, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation in accordance with the General Corporation Law. The right to indemnification conferred in this Section B shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service is or was rendered by such person while a director or officer) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it ultimately shall be determined that such director or officer is not entitled to be indemnified under this Section B or otherwise. The payment of any such expenses incurred by employees and agents may be paid in accordance with the same scope and effect as the foregoing by action of the Board of Directors.

(2) Right of Claimant to Bring Suit.

If a claim under paragraph (1) of this Section B is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which

make it permissible under the General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(1) Non-Exclusivity of Rights.

The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section B shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by law, agreement, vote of stockholders or disinterested directors or otherwise.

(4) Insurance.

The Corporation may purchase and maintain insurance, at its expense, to protect itself and any present or former director, officer, employee or agent of the Corporation or who is or was serving another corporation, partnership, joint venture, trust or other enterprise as a director, officer, employee or agent at the request of the Corporation against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law.

IN WITNESS WHEREOF, I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this certificate and do certify that the facts herein stated are true and I have accordingly set my hand as of this 18th day of June, 1999.


Brett M. Hastings

James F. Kalishman

James F. (Jim) Kalishman is President, Chief Operating Officer and Secretary of Maverix.com, Inc. Prior to joining Maverix.com, Inc., Mr. Kalishman was Director – Product Management at 21st Century Telecom Group where he oversaw the development, pricing, packaging and marketing of the company's voice, video and data products. 21st Century, a \$300 million venture-capital backed telecommunications company, is the first facilities-based provider to offer a converged product over one network to the residential and business market in Chicago, Illinois. Prior to that, Mr. Kalishman was Manager – Marketing Programs in Ameritech's high-tech cable TV division, Ameritech New Media. Mr. Kalishman was instrumental in leading the start-up of that division and making it the most successful competitive cable TV provider in the country. Mr. Kalishman also has extensive marketing experience as a product manager at Kraft Foods and finance experience as a commercial lender at Mark Twain Bancshares in St. Louis.

Mr. Kalishman is a graduate of the J.L. Kellogg Graduate School of Management at Northwestern University where he earned a masters degree in marketing, and of Tulane University where he earned a bachelor's degree in economics.

Thomas N. Kalishman

Thomas N. (Tom) Kalishman is Chief Executive Officer and Chairman of the Board of Maverix.com, Inc. Prior to joining Maverix.com, Inc., Mr. Kalishman was President of United Pipeline Systems, Inc., a subsidiary of Insituform Technologies, Inc., publicly-traded NASDAQ company. As President, he orchestrated a turnaround of the high-pressure pipeline rehabilitation business. Previous to this, he was a Director of the North American Rehabilitation Group of Insituform Technologies, Inc., where he managed the consolidation of the eastern North American business units, a business having over \$100 million in revenues and 500 employees. Before joining the senior management group of Insituform Technologies, Inc., he built the southeast region operations group from start-up into what is now the most profitable region in the corporation. He has held several other managerial and operations positions with Insituform Technologies, Inc. since 1991. Between 1986 and 1989, Mr. Kalishman worked as a consultant for Bain & Company and Alliance Consulting Group specializing in corporate strategy.

Mr. Kalishman currently serves on the Board of Directors of Insituform Technologies, Inc. and on the Advisory Board of the EM³ program (a joint program between the graduate business and engineering schools) at the John M. Olin School of Business at Washington University.

Mr. Kalishman holds a Masters in Management degree from the J.L. Kellogg Graduate School of Management at Northwestern University and a B.S. in Economics from the Wharton School at the University of Pennsylvania concentrating in finance.

MAVERIX.COM, INC.
REGULATIONS AND SCHEDULE OF CHARGES FOR
DATA HIGH SPEED COMMUNICATIONS
TECHNOLOGIES FOR NON-BASIC, NON-SWITCHED
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF MISSOURI

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PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

R - to signify a rate reduction
I - to signify a rate increase
C - to signify a changed regulation
T - to signify a change in text but no change in a rate
or regulation
S - to signify a reissued matter
M - to signify a matter relocated without change
N - to signify a new rate or regulation
D - to signify a discontinued rate or regulation
Z - to signify a correction
N/A - to signify a non-active service

WAIVERS

Pursuant to Case No. TA-99-310, the Missouri Public Service Commission has waived the following statutes and rules:

Statutory Provisions

392.210.2	System of Accounts
392.240(1)	Rates-reasonable average return on investment
392.270	Property valuation
392.280	Depreciation rates
392.290	Issuance of securities
392.300.2	Acquisition of Stock
392.310	Stock and debit issuance
392.320	Stock dividend payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization

Missouri Public Service Commission Rules

4 C.S.R. 240-10.020	Income on depreciation fund investments
4 C.S.R. 240-30.010(2)(C)	Posting exchange rates at central offices
4 C.S.R. 240-32.030(1)(B)	Exchange boundary maps
4 C.S.R. 240-32.030(1)(C)	Record of access lines
4 C.S.R. 240-33.030	Inform customers of lowest priced service
4 C.S.R. 240-30.040	Uniform System of Accounts
4 C.S.R. 240-32.050(3)-(6)	Information concerning local service tariffs, maps, directories, and telephone numbers
4 C.S.R. 240-32.070(4)	Coin telephone
4 C.S.R. 240-35	Bypass

1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Maverix.com, Inc. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

2. REGULATIONS

2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

2. REGULATIONS (cont'd.)

2.1 Definitions (cont'd.)

Communication Services: The Company's interstate private line interexchange Services.

Company: Maverix.com, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by Maverix.com, Inc. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

2. REGULATIONS (cont'd.)

2.1 Definitions (cont'd.)

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

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 that 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

2. REGULATIONS (cont'd.)

2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

2.2.2 Availability of Service

- (A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.
- (B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.
- (C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

2.2.3 Liability of the Company

- (A) Except as stated in this Section 2.2.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

2. REGULATIONS (cont'd.)

2.2 Undertaking of the Company (cont'd.)

2.2.3 Liability of the Company (cont'd.)

- (B) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.
- (C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.
- (D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer provided equipment or facilities.
- (E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.

2. REGULATIONS (cont'd.)

2.2 Undertaking of the Company (cont'd.)

2.2.3 Liability of the Company (cont'd.)

- (F) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.
- (B) The Company and Customer shall mutually agree all claims, actions, or proceedings arising in connection with the Service shall be governed by the laws of the State of Missouri, and venue for such claims shall be in the State of Missouri.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

2. REGULATIONS (cont'd.)

2.2 Undertaking of the Company (cont'd.)

2.2.5 Provision of Equipment and Facilities (cont'd.)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public. Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.
- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

2. REGULATIONS (cont'd.)

2.3 Obligations of the Customer (cont'd.)

2.3.1 Payment Arrangements (cont'd.)

- (D) Charges for Service are payable in advance except for usage charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

- (E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.

- (F) A fee up to the highest amount permitted by applicable law will be charged for all returned checks.

2.3.2 Service Deposits

- (A) The Customer may be required to make a Service deposit if the Customer has not established its creditworthiness to the satisfaction of the Company, consistent with 4 C.S.R. 240-33.050.

- (B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit, provided the deposit is not credited against bills for Service and the Customer supplies satisfactory proof of the right to receive the deposit.

2.3.3 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

2. REGULATIONS (cont'd)

2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information. The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.6 Termination of Service for Cause

- (A) Upon non-payment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may, without incurring any liability, terminate the furnishing of Service to the Customer under this tariff, consistent with 4 C.S.R. 240-33.070.
- (B) The Company reserves the right to terminate Business Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.
- (C) Notwithstanding (A) & (B) above, the Business Service shall terminate automatically upon the initiation by or against the Business Customer of a proceeding in bankruptcy, reorganization, insolvency, receivership or assignment for the benefit of creditor.
- (D) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

3. SERVICE OFFERINGS AND RATES

3.1 Service Offerings

Applicant offers xDSL services.

xDSL are non-switched, local exchange technologies that allow multiple forms of data, voice and video to be carried over standard twisted pair copper, or UNEs.

Services offered by Maverix.com, Inc. do not include access to/from the Public Switched Network. Maverix.com, Inc. provides data connections only and does not assign or otherwise route traffic by the use of telephone numbers, i.e., NPA-NXX-XXXX.

In the event Maverix.com, Inc. begins to provide service to/from the Public Switched Network, Maverix.com, Inc. will file tariffs reflecting the rates, terms and conditions for such services.

3.2 Rates

Rates for Dedicated Access and Private Line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.