

ORIGINAL

FISHER WAYLAND COOPER LEADER & ZARAGOZA LLP.

2001 PENNSYLVANIA AVENUE, N.W.
SUITE 400

WASHINGTON, D. C. 20006-1851
TELEPHONE (202) 659-3494

ORIGINAL

COLETTE M. CAPRETZ

(202) 775-3532

FACSIMILE

(202) 296-6518

December 22, 1998

INTERNET

ccapretz@fwclz.com

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399

481954 - TI

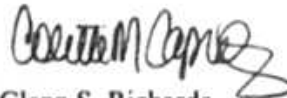
**Re: Application for Certification of Public Convenience and Necessity
Access One, Inc.**

Dear Sir or Madam:

Transmitted herewith on behalf of Access One, Inc. ("Access One"), are an original and six copies of its Application for Certification of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida. Also enclosed are a copy of Access One's proposed tariff and \$250.00* check to cover the requisite filing fee.

Please date-stamp the "Receipt Copy" of this filing and return it in the enclosed, self-addressed, stamped envelope. Please direct any questions regarding this matter to the undersigned.

Respectfully submitted



Glenn S. Richards
Colette M. Capretz
Counsel for Access One, Inc.

* check was not enclosed - left message for Mr. Richards to call Linda on Monday.

Enclosure
CMC:jch
F:\DATA\CLIENT\606604\FLACOM.WPD

ny

we will go ahead and docket the application.

RECEIVED
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DOCUMENT NUMBER-DATE
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FPSC-RECORDS/REPORTING

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

In the matter of the Application of)
Access One, Inc.)
for a Certification of Public)
Convenience and Necessity to Offer)
Interexchange Telecommunications)
Services to the Public in the State of)
Florida)

APPLICATION

Access One, Inc. ("Applicant"), hereby requests a Certificate of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida.

In support of its request, Applicant provides below the following information:

**APPLICATION FORM FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN
THE STATE OF FLORIDA**

1. This is an application for (check one):
- Original Authority (New Company).
 - Approval of Transfer (To another certificated company)
 - Approval of Assignment of existing certificate (To a noncertificated company).
 - Approval for transfer of control (To another certificated company).
2. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Alternative Operator Service** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.
3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:
- Access One, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):
- Same as above.

5. National address (including street name and number, post office box, city, state and zip code).

Access One, Inc.
125 N. Halsted St.
Fourth Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(312) 441-1010 (fax)

6. Florida address (including street name and number, post office box, city, state and zip code):

N/A

7. Structure of organization;

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Other _____	

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

N/A

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

N/A

- (b) Indicate if the individual or any of the partners have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings:

N/A

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

N/A

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

See Attachment A.

Document number: F98000002593

- (b) Name and address of the company's Florida registered agent.

Access One, Inc.
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: N/A

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application:

Glenn S. Richards, Esq.
Colette M. Capretz, Esq.
Counsel for Access One, Inc.
Fisher Wayland Cooper Leader & Zaragoza L.L.P.
2001 Pennsylvania Avenue, NW, Suite 400
Washington, DC 20006
(202) 659-3494 (phone)
(202) 296-6518 (fax)

(b) Official Point of Contact for the ongoing operations of the company:

Mark A. Jozwiak
Access One, Inc.
125 N. Halsted St.
Fourth Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(312) 441-1010 (fax)

(c) Tariff:

Mark A. Jozwiak
Access One, Inc.
125 N. Halsted St.
Fourth Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(312) 441-1010 (fax)

(d) Complaints/Inquiries from customers:

Mark A. Jozwiak
Access One, Inc.
125 N. Halsted St.
Fourth Floor
Chicago, Illinois 60661
(312) 441-1000 (phone)
(312) 441-1010 (fax)
(800) 804- 8333 (toll-free phone)

- (a) Has operated as an interexchange carrier.

Illinois, California, Michigan, Nevada, and Texas

- (b) Has applications pending to be certificated as an interexchange carrier.

Applicant either has or soon will have applications, registration statements, or tariffs on file with the following states: Arizona, Arkansas, Florida, Georgia, Idaho, Kentucky, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Washington, Wisconsin, and Wyoming. No state has denied Applicant authority to provide telecommunications service.

- (c) Is certificated to operate as an interexchange carrier.

Applicant is authorized, on a certification, registration, or non-registration basis, to provide service in the following states: California, Colorado, Washington, D.C., Illinois, Indiana, Iowa, Michigan, Montana, Nevada, New Jersey, Texas, Utah, and Virginia.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

12. What services will the applicant offer to other certificated telephone companies:

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> None of the above | |

13. Do you have a marketing program?

13. Do you have a marketing program?

Yes

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

Applicant pays commissions to independent sales agents pursuant to sales agency agreements.

16. Who will receive the bills for your service (Check all that apply)?

- Residential customers
- Business customers
- PATS providers
- PATS station end-users
- Hotels and motels
- Hotel and motel guests
- Universities
- Univ. dormitory residents
- Other _____

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes

(b) Name and address of the firm who will bill for your service.

VLM Consulting, Inc.
1106 Lincolnway West
P.O. Box 209
Osceola, Indiana 46561-0201
(219) 679-9237 (phone)

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

(a) Financial capability.

1. Balance Sheet -- See Attachment B
2. Income Statement -- See Attachment B
3. Statement of Retained Earnings -- See Attachment B

Pursuant to Section 364.337(1)(3) and 364.339(2), Florida Statutes, effective July 1, 1995, the documents attached as Attachment 1 demonstrates that Access One, Inc. has the financial ability to:

- (1) Provide the requested service in the geographic area proposed to be served;
- (2) Maintain the requested service; and
- (3) Meet its ownership obligations.

(b) Managerial capability.

Applicant possesses the managerial and technical ability to provide the proposed services. Collectively, the management team at Applicant has more than 32 years of experience in the telecommunications industry.

After receiving a B.S. in Business Administration and Finance from the University of Colorado, Boulder in 1990, **Lance C. Honea**, President and Secretary of Access One, Inc., took an outside sales position with Allnet Communications Services, Inc. in Chicago, Illinois. While at Allnet, he was the top revenue producer in Chicago in 1991, and the top producer in the Great Lakes region in 1992 and 1993. Mr. Honea was promoted two times during his three year tenure at Allnet. In 1993, Mr. Honea joined Access One, Inc. His responsibilities include overseeing all of the day to day operations, including finance and budgeting for the company, management of service installation, customer service, information systems, and contract negotiations. His finance responsibilities include forecasting and capital budgeting.

After receiving a B.S. in Hospitality Management from Iowa State University in 1990, **Brian K. Barkley**, Treasurer of Access One, Inc., took an outside sales position with Allnet Communications Services in Chicago, Illinois. While at Allnet, Mr. Barkley was a President's Club achiever and received two promotions in two years. He was a major contributor to building the number one office in the U.S. In October, 1992, Mr. Barkley joined Metromedia Communications Corporation (LDDS WorldCom) as an outside sales representative in Chicago. He achieved top salesperson in 1993 and 1994 in Chicago, including two President's Clubs, along with maintaining top 10% in the U.S. for revenue production. In September, 1995, Mr. Barkley joined Access One. In 1996, he took over the direct sales division of Access One. This

includes recruiting, training, and motivating the sales force. Mr. Barkley is also involved in the day to day aspect of securing major accounts.

After receiving a B.A. from the University of Southern California in 1982, **Mark A. Jozwiak**, Chief Executive Officer of Access One, Inc., joined GTE/Sprint. Mr. Jozwiak has also held a number of executive sales positions

with Metropolitan Fiber Systems, Bell Atlantic, Cable & Wireless, Allnet/Frontier and most recently with MCI Communications. With a background in long distance, alternative local access services and telecommunications equipment, Mr. Jozwiak is a tremendous resource on issues relating to the telecommunications industry. Mr. Jozwiak heads up the Agent Marketing salesforce. His responsibilities include recruiting, training, and managing sales agents. Access One currently has more than 40 independent sales agents. He is also actively involved in securing major accounts. His operational responsibilities include overseeing the coordination, installation, and servicing of Access One's T-1 dedicated customer base. Other responsibilities include handling the payroll and accounting.

(c) Technical capability.

As a reseller of long distance services, Applicant will not own, construct, control, operate, or manage facilities in the State of Florida. Instead, Applicant will purchase capacity from other long distance carriers. In addition to its own technical expertise, Applicant relies on its underlying carrier for its technical expertise.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

See Attachment C

20. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minute rates
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- MTS with route specific rates per minute
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- MTS with statewide flat rates per minute (i.e., not distance sensitive)
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS for pay telephone service providers
- Block-of-time calling plan (Reach out Florida, Ring America, etc.)
- 800 Service (Toll free)
- WATS type service (Bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private Line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)
- Travel Service
 - Method of access is 950
 - Method of access is 800
- 900 service
- Operator Services
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).
 - Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling
- Other: Calling Card

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

MTS with statewide flat rates per minute (FGD)

1 + telephone number

800 Service (Toll free)

1-800 + telephone number

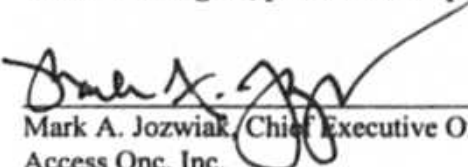
22. Other:

PUBLIC INTEREST STATEMENT

Applicant seeks to provide low-cost long distance services to customers in the State of Florida. By obtaining a Certificate of Public Convenience and Necessity, Applicant will be able to provide economic, efficient, and high quality telephone services using existing facilities. Applicant will also bring the benefits of increased competition to Florida telecommunications users, including competitive prices, additional service options, and high service quality.

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intrastate and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. **Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."**



Mark A. Jozwiak, Chief Executive Officer
Access Onc, Inc.

11.24.98
Date

ATTACHMENTS.

- A - FLORIDA CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
- B - BALANCE SHEET, INCOME STATEMENT, AND STATEMENT OF RETAINED EARNINGS
- C - TARIFF

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENT A

Florida Certificate of Authority to Transact Business



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 7, 1998

CT CORPORATION SYSTEM

Qualification documents for ACCESS ONE, INC. were filed on May 7, 1998 and assigned document number F98000002593. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Jennifer Sindt
Document Examiner
Division of Corporations

Letter Number: 698A00025305

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

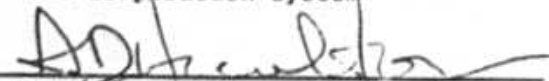
IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Access One, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Illinois
(State or country under the law of which it is incorporated)
3. 36-3894321
(FEI number, if applicable)
4. June 30, 1993
(Date of incorporation)
5. Perpetual
(Duration: Year corp. will cease to exist or "perpetual")
6. Upon Qualification
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))
7. 2000 N. Racine Avenue, Suite 3300, Chicago, Illinois 60614
(Current mailing address)
8. The resale of Telecommunications Services
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)
9. Name and street address of Florida registered agent:
Name: C T Corporation System
Office Address: c/o C T Corporation System, 1200 South Pine Island Road
Plantation, Florida, 33324
(Zip Code)

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System



(Registered agent's signature) (Officer)

A.D. Hamilton Asst Secretary

(Type Name and Title of Officer)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: See attached list of directors _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: See attached list of officers _____

Address: _____

Vice President: _____

Address: _____

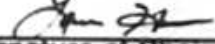
Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.  _____
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Lance Honea, President _____
(Typed or printed name and capacity of person signing application)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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Appendix to Florida
Application by Fgn. Corp. for Authorization to Transact Business in Florida

**Officers of
Access One, Inc.**

1. Lance Honea, President
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614
2. Brian Barkley, Secretary & Treasurer
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614
3. Mark Jozwiak, Chief Executive Officer
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614

FR FID
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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Appendix to Florida
Application by Fgn. Corp. for Authorization to Transact Business in Florida

**Directors of
Access One, Inc.**

1. Lance Honea
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614
2. Brian Barkley
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614
3. Mark Jozwiak
2000 N. Racine Avenue, Suite 3300
Chicago, Illinois 60614

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ATTACHMENT B

**Balance Sheet
Income Statement
Statement of Retained Earnings**

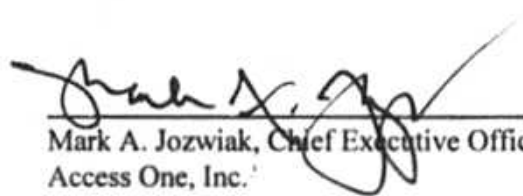
Pursuant to Section 364.337(1)(3) and 364.339(2), Florida Statutes, effective July 1, 1995, the documents attached hereto demonstrates that Access One, Inc. has the financial ability to:

- (1) Provide the requested service in the geographic area proposed to be served;
- (2) Maintain the requested service; and
- (3) Meet its ownership obligations.

Applicant does not have audited financial statements. Accordingly, a Verification affirming that the company's financial statements are true and correct is attached hereto. Because Applicant does not have a chief financial officer, the Verification is signed only by Applicant's chief executive officer.

VERIFICATION

I, Mark A. Jozwiak, Chief Executive Officer of Access One, Inc., do hereby certify under the penalty of perjury that the attached financial statements of Access One, Inc. are true and correct to the best of my information, knowledge and belief.



Mark A. Jozwiak, Chief Executive Officer
Access One, Inc.

Date: 11-24-95

ACCESS ONE, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 1997



Edwin C. Sigel, Ltd.
Certified Public Accountants

3400 DUNDEE RD., SUITE 180
NORTHBROOK, IL 60062

PH (847) 291-1333 Fax (847) 291-1190
E-MAIL ECSLTD@INTERACCESS.COM

ACCOUNTANTS' COMPILATION REPORT

ACCESS ONE, INC.
CHICAGO, IL

We have compiled the accompanying balance sheet of Access One, Inc. (an S Corporation) as of December 31, 1997, and the related statements of income and retained earnings and cash flows for the year then ended, and the supplementary information contained in the supporting schedules, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplementary schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplementary information and, accordingly, do not express an opinion or any other form of assurance on them.

Edwin C. Sigel, Ltd.
June 8, 1998

ACCESS ONE, INC.
BALANCE SHEET
DECEMBER 31, 1997

ASSETS

CURRENT ASSETS	
Cash, checking	\$ 47,961.53
Accounts receivable	133,532.71
Total current assets	<u>181,494.24</u>
PROPERTY AND EQUIPMENT	
Equipment	16,503.09
Less: accumulated depreciation	<u>(16,503.09)</u>
Net property and equipment	<u>0.00</u>
OTHER ASSETS	
Organizational costs	1,418.63
Less: accumulated amortization	<u>(283.73)</u>
Net other assets	<u>1,134.90</u>
TOTAL ASSETS	<u>\$ 182,629.14</u>

See accompanying notes and
accountants' compilation report.

ACCESS ONE, INC.
BALANCE SHEET
DECEMBER 31, 1997

LIABILITIES AND SHAREHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 32,222.3
Loans payable, shareholders	25,772.9
Income taxes payable	4,723.0
Accrued expenses	1,710.5

Total current liabilities	<u>64,428.7</u>
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SHAREHOLDERS' EQUITY

Common stock, no par value, 10,000 shares authorized, 1,000 shares issued, and outstanding	1,000.0
Retained earnings	117,200.3

Total shareholders' equity	<u>118,200.3</u>
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TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 182,629.1.</u>
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See accompanying notes and
accountants' compilation report.

ACCESS ONE, INC.
 STATEMENT OF INCOME AND RETAINED EARNINGS
 FOR THE YEAR ENDED DECEMBER 31, 1997

	Amount	Percent
REVENUE	\$ 747,911.41	100.0
OPERATING EXPENSES	<u>440,771.26</u>	<u>58.9</u>
OPERATING INCOME	307,140.15	41.1
OTHER INCOME (EXPENSE)		
Interest expense	<u>(6,354.30)</u>	<u>(0.8)</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	300,785.85	40.2
PROVISION FOR INCOME TAXES	<u>4,723.00</u>	<u>0.6</u>
NET INCOME	296,062.85	<u>39.6</u>
RETAINED EARNINGS January 1, 1997	43,887.52	
SHAREHOLDERS' DISTRIBUTIONS	<u>(222,750.00)</u>	
RETAINED EARNINGS December 31, 1997	<u>\$ 117,200.37</u>	

See accompanying notes and
 accountants' compilation report.

ACCESS ONE, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 1997

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 296,062.85
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	16,503.09
Amortization	283.73
(Increase) in accounts receivable	(55,989.82)
Increase in accounts payable	15,001.57
Increase in accrued expenses	1,710.53
Increase in taxes payable	3,170.00
	<hr/>
Net cash flows provided by operating activities	276,741.95
	<hr/>
CASH FLOWS FROM INVESTING ACTIVITIES	
Increase in organizational costs	(1,418.63)
Purchases of property and equipment	(16,503.09)
	<hr/>
Net cash flows used in investing activities	(17,921.72)
	<hr/>
CASH FLOWS FROM FINANCING ACTIVITIES	
Increase in loan payable, officers Shareholders' distributions	6,354.30 (222,750.00)
	<hr/>
Net cash flows used in financing activities	(216,395.70)
	<hr/>
Net increase in cash	42,424.53
Cash, January 1, 1997	5,537.00
	<hr/>
Cash, December 31, 1997	\$ 47,961.53
	<hr/> <hr/>
Supplemental disclosures of cash flow information:	
Cash paid during the period for:	
Interest	\$ 3,577.50
	<hr/>
Income taxes	\$ 1,553.00
	<hr/> <hr/>

See accompanying notes and
accountants' compilation report.

ACCESS ONE, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 1997

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Access One, Inc. provides their customers with links to the finest and most custom-designed telecommunications services in the industry. The company was incorporated June 30, 1993 in the State of Illinois.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from 3 to 12 years.

Amortization

The Company had incurred organizational costs which are being amortized on a straight line basis over sixty months.

Income Taxes

The Company, with consent of its shareholders, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the accompanying financial statements. The Company is subject to state income taxes.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ACCESS ONE, INC.
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 1997

NOTE 2 - RELATED PARTY

As of December 31, 1997 the Company had notes payable to its shareholders totaling \$25,772.93. These notes are uncollateralized and payable upon demand. Interest accrues at the annual prime rate plus 1%, 9.50% as of December 31, 1997. Accrued interest for the year ended December 31, 1997 was \$2,236.01.

NOTE 3 - OPERATING LEASE

The Company leases its Chicago facilities in accordance with the terms of an operating lease, expiring July 31, 1998. The total current monthly rent is \$1400.00. Total rent expense was \$17,031.00 for the year ended December 31, 1997.

SUPPLEMENTARY INFORMATION

ACCESS ONE, INC.
 SCHEDULE OF OPERATING EXPENSES
 FOR THE YEAR ENDED DECEMBER 31, 1997

	Amount	Percer
OPERATING EXPENSES		
Connector costs	46,073.75	6.2
Commissions	32,151.96	4.3
Advertising	4,036.34	0.5
Sales expense	6,573.35	0.9
Freight and delivery	2,499.50	0.3
Salaries	170,657.60	22.8
Amortization expense	283.73	0.0
Auto expense	151.94	0.0
Bank charges	103.10	0.0
Depreciation expense	16,503.09	2.2
Dues and subscriptions	4,093.60	0.5
Utilities	2,101.35	0.3
Insurance - group	10,102.85	1.4
Insurance - general	654.70	0.1
Insurance - life	3,577.50	0.5
Professional fees	14,114.29	1.9
Miscellaneous	2,137.27	0.3
Office expense	13,601.81	1.8
Outside services	9,342.42	1.2
Postage expense	779.87	0.1
Rent	17,031.00	2.3
Repairs and maintenance	4,108.87	0.5
Supplies	94.01	0.0
Taxes - payroll	13,952.18	1.9
Taxes - other	1,553.00	0.2
Telephone	33,563.84	4.5
Travel	22,903.86	3.1
Meals and entertainment	7,699.02	1.0
Penalties	25.46	0.0
TOTAL OPERATING EXPENSES	<u>\$440,771.26</u>	<u>58.9</u>

See accountants' compilation report.

06/23/98 at 07:05PM

Access One, Inc.
BALANCE SHEET
JUNE 30, 1998

LIABILITIES AND EQUITY

CURRENT LIABILITIES:

PAYROLL TAXES PAYABLE	\$	43,520.62	

TOTAL CURRENT LIABILITIES			\$ 43,520.62

EQUITY:

Other capital	\$	50,000.00	
Retained earnings		347,724.69	
Barkley Distribution	(14,589.25)	
Jozwiak Distribution	(13,062.76)	
Honea Distribution	(14,202.05)	
NET INCOME (LOSS)		15,805.85	

TOTAL EQUITY			\$ 71,676.48

TOTAL LIABILITIES AND EQUITY			\$ 415,197.10

Unaudited

06/23/98 at 07:11PM

Access One, Inc.
INCOME STATEMENT
FOR THE PERIOD(S)

01/01/98 - 06/30/98
ACTUAL \$

SALES:

Sales income	\$	384,185.63
TOTAL SALES		384,185.63
TOTAL COST OF SALES		0.00
GROSS PROFIT		384,185.63

SELLING EXPENSES:

Commissions	21,206.10
Advertising	1,993.24
Misc expense - Sales	10,120.40
Freight & delivery	1,616.25
TOTAL SELLING EXPENSES	34,935.99

GENERAL & ADMINISTRATIVE:

Salaries & Wages	110,462.05
Officers' salaries	91,488.95
Contributions	100.00
Dues & subscriptions	1,524.00
Leased equipment	844.78
Utilities	1,180.12
Insurance - Employee group	3,945.34
Insurance - General	1,021.00
Legal & accounting	3,322.80
Miscellaneous expense	245.00
Office expense	2,354.11
Outside services	11,126.23
Postage expense	12.50
Rent expense	7,000.00
Repairs & maintenance	248.58
Supplies expense	159.90
Taxes - Payroll	413.70
Telephone	19,536.01
Travel	25,122.82
Meals & Ent @ 50%	135.00
TOTAL GENERAL & ADMINISTRATIVE	280,242.89
NET OPERATING INCOME (LOSS)	69,006.75

OTHER (INCOME) AND EXPENSES:

Temporary distrib.	53,200.90
--------------------	-----------

Unaudited

06/23/98 at 07:11PM

Access One, Inc.
INCOME STATEMENT
FOR THE PERIOD(S)

01/01/98 - 06/30/98
ACTUAL \$

TOTAL OTHER (INCOME) AND EXP	53,200.90
NET INCOME (LOSS) BEFORE TAX	15,805.85
NET INCOME (LOSS) \$	15,805.85

Unaudited

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

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 that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	

Issued: _____

Effective: _____

By:
Mark A. Jozwiak, CEO
Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

	<u>Sheet</u>
Check Sheet	2
Explanation of Symbols and Abbreviations	4
Tariff Format	5
Section 1 - Definitions	6
Section 2 - Rules and Regulations	7
Section 3 - Services and Rates	16

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125 N. Halsted St., 4th Floor
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

- D - Delete or Discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another Tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

The following are abbreviations used in this tariff.

LATA - Local Access and Transport Area

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- 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 Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, 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 Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

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

Carrier - Access One, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - Carrier specified holidays are New Year's Day, Martin Luther King' Birthday (federally observed), Presidents' Day, Memorial Day (federally observed), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Premises - The space designated by a Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale Customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the Customer place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 UNDERTAKING OF CARRIER**

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the state.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Carrier and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 USE OF SERVICE

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

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125 N. Halsted St., 4th Floor
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITY

- 2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, 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 from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act of omission by the Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF THE CUSTOMER

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

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. 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 Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)**2.6.3 Credit Allowances**

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when 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 Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Pursuant to Rule 25-4.110, Florida Administrative Code, Carrier shall bill monthly for services rendered. Such bills will be mailed to customers at least fifteen (15) calendar days before payment is due. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. Payment will be due upon receipt of the statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing 30 days after rendition of the bill.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Deposits

Carrier reserves the right to require a deposit or usage prepayment equal to one month's estimated charge.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)**2.6.8 Bad Check Charge**

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, whichever ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.7 RESPONSIBILITY OF CARRIER**2.7.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.7.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.7 RESPONSIBILITY OF CARRIER (continued)**2.7.3 Disconnection of Service by Carrier**

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After ten days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After ten days' written notice, in the event of a violation of any regulation governing the service under this Tariff;
- C. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or
- E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.8 RESTORATION OF SERVICE

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

2.9 TAXES AND SURCHARGES

The Customer is responsible for the payment of all taxes and surcharges. State, federal, local taxes and surcharges (e.g., federal excise tax, gross receipts tax, sales tax, municipal utilities tax, universal service, dial around compensation and PICC surcharges) are listed as separate line items and are not included in the quoted rates.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.10 TIMING OF CALLS**2.10.1 When Billing Charges Begin and Terminate for Phone Calls**

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up. There will be no charge for uncompleted calls.

2.10.2 Billing Increments

Unless otherwise specified in this Tariff, for billing purposes there is no minimum call duration for a connected call. Unless otherwise specified in this Tariff, calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

2.11 START OF BILLING

For billing purposes, the start of service is the day following acceptance by the Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.12 INTERCONNECTION

2.12.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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By:
Mark A. Jozwiak, CEO
Access One, Inc.
125 N. Halsted St., 4th Floor
Chicago, Illinois 60661

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.13 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2.14 MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of 99.5 percent (number of calls completed/number of calls attempted) and not less than 90 percent during peak use periods for all 1+ dialing services.

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SECTION 3 - SERVICES AND RATES3.1 INTRASTATE SWITCHED TELECOMMUNICATIONS SERVICE3.1.1 Description of Service

Intrastate Switched Telecommunications Service consists of the furnishing of switched message telephone service between points within the State. Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week.

3.1.2 Switched Telecommunications Service Usage Rates

The following are the usage charges which apply to Carrier's intrastate switched services. Term and volume discounts may apply. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

IntraLATA Switched Service

Rate per minute: \$0.179

InterLATA Switched Service

Rate per minute: \$0.116

3.2 INTRASTATE DEDICATED TELECOMMUNICATIONS SERVICE3.2.1 Description of Service

Intrastate Dedicated Service consists of the furnishing of intrastate telecommunications service to or from a specific location featuring the use of dedicated special access type connection(s). Service is provided on both an intraLATA and interLATA basis. Service is available twenty-four hours a day, seven days a week.

3.2.2 Dedicated Telecommunications Service Usage Rates

The following are the usage charges which apply to Carrier's intrastate dedicated services. Term and volume discounts may apply. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

IntraLATA Dedicated Service

Rate per minute: \$0.093

InterLATA Dedicated Service

Rate per minute: \$0.0675

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3.3 CALLING CARD SERVICE3.3.1 Description of Service

Calling Card Service allows a Customer to have a call billed to a specific calling card rather than to the phone line from which the call is originated. If the calling line is presubscribed to Carrier, the Customer can dial 0+, the called number and then dial the full calling card number when the network signals that it is ready. Calling Card Service is provided only where facilities and billing capabilities permit.

3.3.2 Calling Card Rates

The following are the usage charges which apply to Carrier's Calling Card Service. Calls are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

Rate per minute:	\$0.22
Manual completion surcharge:	\$0.75
Dialing instructions:	\$0.75
Audio text:	\$0.40
Voice mail	
Individual, group, or guest:	\$0.40
Direct in 800 number:	\$10.00
Conference calling per minute:	\$0.40
Operator assistance surcharge per call:	\$1.50
Voice message delivery (up to 3 minutes):	\$0.40
Delivered message per minute:	\$0.40
Directory assistance per call:	\$1.25

3.4 DIRECTORY ASSISTANCE SERVICE3.4.1 Description of Service

Directory Assistance Service is available to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to Carrier. Directory Assistance service is provided only where facilities and billing capabilities permit.

Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

3.4.2 Directory Assistance Rate

Rate per directory assistance call: \$0.65

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3.4 DIRECTORY ASSISTANCE SERVICE (continued)3.4.3 Directory Assistance Charges for Handicapped Persons

Pursuant to Florida Public Service Commission Rules and regulations Carrier will not charge for the first 50 directory assistance calls made each month by a handicapped person.

3.5 TOLL FREE SERVICE3.5.1 Description of Service

Toll Free Service - Toll Free Service is a usage-based service where calls are dialed with a specific prefix (800 or 888) and paid for by the subscriber of the service rather than the calling party. The Customer is responsible for all charges for use of the Carrier network arising from calls placed to the Customer's toll free number. Toll Free Service is provided only where facilities and billing capabilities permit.

3.5.2 Toll Free Rate

The following are the usage charges which apply to Carrier's Toll Free Service. Calls are billed in six-second increments. Billing will be rounded to the nearest penny for each call.

<u>Toll Free Service</u>	
Rate per minute	\$0.19

3.6 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges.

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3.7 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than the Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, the Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.8 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. To the extent that these programs extend to intrastate services, the terms of these national offerings are incorporated by reference, herein. Such promotions will be offered subject to approval by the Florida PSC.

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**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

N/A

I, _____, current holder of certificate number _____,

have reviewed this application and join in the petitioner's request.

Signature of owner or chief
officer of the certificate

Title

Date

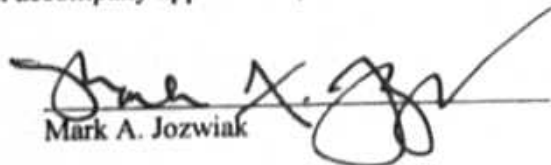
**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)



Mark A. Jozwiak

Chief Executive Officer _____

Title

(312) 441-1000 _____

Telephone Number

11.24.98 _____

Date

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

N/A

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

N/A

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

N/A

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within 30 days after the effective date of the certificate (Appendix D).

All exchanges within the State of Florida.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Applicant will provide inter-EAEA services over resold facilities. Intra-EAEA calls will be handled by the Customer's Local Exchange Carrier.

****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Access One, Inc. proposes to provide service throughout the State of Florida.