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November 5, 1997

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Boca Raton	Sarasota
Fort Lauderdale	St. Petersburg
Jacksonville	Tallahassee
Lakeland	Tampa
Miami	Washington, D.C.
New York	West Palm Beach

KAREN D. WALKER
904-425-5612

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kwalker@hklaw.com

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

971454-TI

Re: In re: Application for Certificate to provide interexchange telecommunications service by US LEC of Florida, Inc.

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are the original and 6 copies of US LEC of Florida, Inc.'s ("US LEC"'s) Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida ("Application"). Also enclosed for filing are the original and 15 copies of US LEC's Notice of Intent to Request Confidential Classification of Exhibit "B" to the Application. Additionally, a check in the amount of \$250.00 is attached to cover the filing fee for the Application.

For our records, please acknowledge your receipt of this filing on the enclosed copy of this letter.

Check received by [unclear] and
forwarded to [unclear]
Fiscal to [unclear]
to R/A with [unclear]

Initials of person [unclear]
[Signature]

DOCUMENT NUMBER-DATE

11362 NOV-55

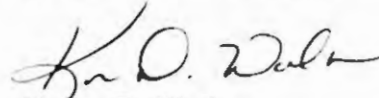
SPCL. DEL. BY MAIL/OUTING

Ms. Blanca S. Bayo, Director
November 5, 1997
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Thank you for your consideration in this matter.

Sincerely,

HOLLAND & KNIGHT LLP

A handwritten signature in cursive script, appearing to read "Karen D. Walker".

Karen D. Walker

Enclosures
KDW/sms

cc: Gary Grefrath (w/enclosures)

TAL-119236.1

****FLORIDA PUBLIC SERVICE COMMISSION****

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

971454-TI

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE

WITHIN THE STATE OF FLORIDA

Instructions

A. This form is used for an original application for a certificate and approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).

B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.

C. Use a separate sheet for each answer which will not fit the allotted space.

D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

DOCUMENT NO. 11362 NOV-55

1. 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.

Operator Service Provider - 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.

Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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 an uncertificated company).

Approval for transfer of control (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

US LEC of Florida, Inc.

4. Name under which the applicant will do business (fictitious name, etc.):

US LEC of Florida, Inc.

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

**US LEC of Florida, Inc.
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281
(704) 319-1000**

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

None at this time.

7. Structure of organization;

Individual

Foreign Corporation

General Partnership

Other:

Corporation

Foreign Partnership

Limited Partnership

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

Not applicable.

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

(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.

(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.

9. If incorporated, please give:

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

Document Number: 297A00050618.

US LEC of Florida, Inc. is a North Carolina corporation, which is authorized by the Florida Secretary of State to transact business in Florida. Proof of its certification in North Carolina and authorization to transact business in Florida is attached as Composite Exhibit "A."

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

**CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324**

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

Fictitious name registration number:

Not applicable.

(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.

None.

(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.

Not applicable.

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

(a) The application;

**D. Bruce May
Karen D. Walker
HOLLAND & KNIGHT LLP
P.O. Drawer 810
Tallahassee, FL 32302
Tel: (850) 224-7000
Fax: (850) 224-8832**

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

**Gary D. Grefrath
Executive Vice President
Regulatory & Administration
212 South Tryon Street
Suite 1540
Charlotte, North Carolina 28281
Tel.: (704) 319-1000
Fax: (704) 319-1345
gary@uslec.com**

(c) Tariff;

Same as (b) above.

(d) Complaints/Inquiries from customers;

Complaints/inquiries from customers can be mailed to the attention of Vice President - Customer Services, US LEC of Florida, Inc. 212 South Tryon Street, Suite 1540, Charlotte, North Carolina 28281. Customers can also reach US LEC of Florida, Inc. by calling 1-800-978-7532. Customer service representatives answer this number between the hours of 8:00 a.m. and 5:00 p.m. on normal business days. During other hours, an automated system will contact a customer service representative who can assist the customer.

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None at this time.

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

None at this time. An affiliate of US LEC, LLC, US LEC of Florida, Inc.'s parent company, has an application to provide interexchange service pending in South Carolina.

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

None. Affiliates of US LEC, LLC are certificated to provide interexchange service in North Carolina, Virginia, Georgia and Tennessee.

(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: | |

US LEC of Florida, Inc. will not offer interexchange services to other certificated telephone companies.

13. Do you have a marketing program?

US LEC of Florida, Inc. will promote its services through the US LEC direct sales force composed of US LEC employees.

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.).

US LEC of Florida, Inc. will use a limited number of sales agents who are closely monitored to insure that all standards of customer services are provided. All sales require written contracts with the customer that must be approved by US LEC of Florida, Inc. Sales agents are trained by US LEC employees. Sales agents are paid commissions based on signed sales contracts.

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input checked="" type="checkbox"/> Hotels & motels. | <input type="checkbox"/> Hotel & motel guests. |

- () Universities. (X) Univ. dormitory residents.
() Other:(specify) _____

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?

US LEC of Florida, Inc. will contract with Associated Data Services, Inc. ("ADS"), a service bureau subsidiary of Rock Hill Telephone in Rock Hill, South Carolina, for preparation of bills to customers. All bills will be sent directly by ADS to end users, with the US LEC of Florida, Inc. name and contract number on the bill.

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

**Associated Data Services, Inc.
Post Office Box 270
Rock Hill, South Carolina 29731
(803) 328-3895**

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

US LEC of Florida, Inc. is qualified financially to provide high quality interexchange telecommunications service in Florida. US LEC of Florida, Inc. is a start up company. Thus, historical financial information for US LEC of Florida, Inc. is limited. Exhibit "B" to this application is being filed contemporaneously with the application under cover of a Notice of Intent to Request Confidential Classification. Exhibit "B" contains a 12 year financial forecast for US LEC of Florida, Inc.

US LEC of Florida, Inc. is a subsidiary of US LEC, LLC and is relying on the financial strength and support of its parent company in beginning operations in Florida. Enclosed as Exhibit "C" is the audited financial statement of US LEC, LLC and its affiliates as of May 31, 1997.

B. Managerial capability.

US LEC of Florida, Inc. will be under the direction of a highly skilled management team with extensive experience in the telecommunications industry. Relevant biographies of the company's management are attached as Composite Exhibit "D."

C. Technical capability.

US LEC of Florida, Inc. is technically qualified to provide interexchange telecommunications service in Florida. US LEC of Florida, Inc.'s proposed Florida network will utilize fully operational Lucent Technologies, Inc. 5ESS switches. New switching software will allow remote switching connectivity as far as 600 miles, insuring connectivity to all of Florida. The Company will create these new digital switching and leased fiber optic transmission networks in other geographically attractive regions within Florida. Connectivity to customers will be provided by a digital central office switch, and by leasing fiber optic capacity from a variety of telecommunications carriers.

US LEC of Florida, Inc. will use multiple new Lucent Technologies, Inc. 5ESS System 2000 switches, and the latest software upgrades which US LEC of Florida, Inc. believes is the best technology to meet the network and product/services requirements of its customers. US LEC of Florida, Inc. believes that its services will be equal in quality, if not superior, to those of Florida's existing interexchange carriers. A copy of US LEC of Florida, Inc.'s Business Plan and Operational Plan, including a more detailed description of the Company's technical capability is attached as Composite Exhibit "E."

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

See Exhibit "F."

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

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

US LEC of Florida, Inc. initially only intends to provide interexchange service on a dedicated basis to customers who purchase US LEC of Florida, Inc. local services. The dialing plan available to US LEC of Florida, Inc.'s customers is traditional I+/0+ when the customer's primary interexchange carrier is US LEC of Florida, Inc., or 105230 if the customer's primary interexchange carrier is other than US LEC of Florida, Inc.

22. Other:

**** APPLICANT ACKNOWLEDGEMENT 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 two 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 intra 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 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".

UTILITY OFFICIAL:


Signature

11/3/97
Date

Executive Vice President

Regulatory & Administration
Title

(704) 319-1000
Telephone No.

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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-0 etc.)

Travel Service

Method of access 50

Method of access 00

... 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

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

22. Other:

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current
holder of certificate number _____, have reviewed
this application and join in the petitioner's request for a
transfer of the above-mention certificate.

UTILITY OFFICIAL:

_____	_____
Signature	Date
_____	_____
_____	_____
Title	Telephone No.

**** 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):

- () **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.)**

UTILITY OFFICIAL:

Ray P. Shepard
Signature

11/3/97
Date

Executive Vice President

Regulatory & Administration
Title

(704) 319-1000
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

SEE ATTACHED SHEET

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

1) 2)

3) 4)

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

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.

1) POP-to-POP TYPE OWNERSHIP

2)

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

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Ray P. Shepard
Signature

11/3/97
Date

Executive Vice President

Regulatory & Administration
Title

(704) 319-1000
Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

INTRASTATE NETWORK

POP, SWITCHES and TRANSMISSION FACILITIES

US LEC of Florida, Inc. has not begun to develop its infrastructure in Florida. It will start site selection upon approval of this application for IXC certification. US LEC of Florida, Inc. initially plans to install switches in Tampa and Orlando. The Company later intends to install switches in Miami, Ft. Lauderdale and Jacksonville. US LEC of Florida, Inc. will not install its own fiber. It will lease fiber optic capacity in each market.

ORIGINATING SERVICE

As a facilities-based carrier, US LEC of Florida, Inc. will not begin its site selection until its application for IXC certification is granted. Thus, US LEC of Florida, Inc. will not be in a position to provide originating service in any exchanges within 30 days after the effective date of its application. When US LEC of Florida, Inc. is in a position to begin providing originating service, it will provide the Commission with a list of the exchanges where such service will be provided.

TRAFFIC RESTRICTIONS

US LEC of Florida, Inc. will provide dedicated trunks from US LEC of Florida, Inc.'s switch to the local exchange company or alternative local exchange company and will comply with Rule 25-24.471(4)(a), Florida Administrative Code.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

FORM PSC/CMU 31 (11/95)
Required by Commission Rule Ncs. 25-24.471, 25-24.473, and 25-
24.480(2).

Forest Lady Lake (B21),
McIntosh, Oklawaha,
Orange Springs, Salt Springs and
Silver Springs Shores.

DAYTONA BEACH: New Smyrna Beach.

TAMPA: Central None
East Plant City
North Zephyrhills
South Palmetto
West Clearwater

CLEARWATER: St. Petersburg, Tampa-West and
Tarpon Springs.

ST. PETERSBURG: Clearwater.

LAKELAND: Bartow, Mulberry, Plant City,
Polk City and Winter Haven.

ORLANDO: Apopka, East Orange, Lake Buena
Vista, Oviedo, Windermere,
Winter Garden,
Winter Park, Montverde, Reedy
Creek, and Oviedo-Winter
Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista,
Orlando, Oviedo, Sanford, Windermere,
Winter Garden, Oviedo-Winter Springs
Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie,
Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie
and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape
Coral, North Ft. Myers, Pine Island, Lehigh
Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-
24.480(2).

POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

ATTACHMENTS:

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

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by US LEC OF FLORIDA INC., a North Carolina corporation, authorized to transact business within the State of Florida on October 16, 1997 as shown by the records of this office.

The document number of this corporation is F97000005443.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixteenth day of October, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 16, 1997

CT CORPORATION SYSTEM

Qualification documents for US LEC OF FLORIDA INC. were filed on October 16, 1997 and assigned document number F9700005443. 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.

The certification you requested is enclosed.

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: 297A00050618

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. US LEC of Florida 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. North Carolina (State or country under the law of which it is incorporated) 3. Applied for (FEI number, if applicable)

4. August 11, 1997 (Date of incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. U.S. Qualification (Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 212 South Tryon Street, Suite 1540, Charlotte, North Carolina 28281 (Current mailing address)

8. any lawful business, including but not limited to telecommunication 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 Connie Bryan (Registered agent's signature) (Officer) CONNIE BRYAN SPECIAL ASSISTANT SECRETARY (True Name and Title of Officer)

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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: see attached list of directors

Address: _____

Vice Chairman: see attached list of directors

Address: _____

Director: see attached list of directors

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: see attached list of officers

Address: _____

Vice President: _____

Address: _____

Secretary: _____

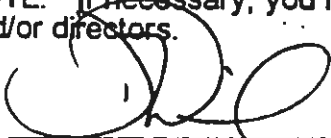
Address: _____

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. David N. Vail, Executive Vice President, Finance and Chief Financial Officer

(Typed or printed name and capacity of person signing application)

97 OCT 16 PM 1:01

SECRET
DISTRIBUTION

**Rider to
Application by Foreign Corporation for Authorization to
Transact Business in Florida**

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

A. Directors

Name	Address
Richard T. Aab	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281
Tansukh V. Ganatra	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281

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RECEIVED
SECRETARY OF STATE

B. Officers

Name	Address	Office
Richard T. Aab	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	Chairman, Chief Executive Officer and Secretary
Tansukh V. Ganatra	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	President, Chief Operating Officer and Assistant Secretary
David N. Vail	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	Executive Vice President, Finance and Chief Financial Officer
Gary D. Grefrath	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	Executive Vice President Regulatory and Administration
Michael Simmons	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	Executive Vice President, Sales
David C. Conner	212 South Tryon Street, Suite 1540 Charlotte, North Carolina 28281	Executive Vice President Engineering and Operations
Craig K. Simpson	212 South Tryon Street, Suite 1540-	Senior Vice President Corporate Development

STATE OF NORTH CAROLINA



Department of The
Secretary of State

CERTIFICATE OF EXISTENCE

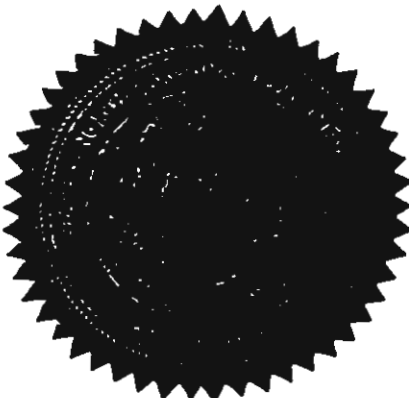
I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify that

US LEC OF FLORIDA INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 11th day of August, 1997, with its period of duration being perpetual.

I **FURTHER** certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 *has been delivered to the Secretary of State*; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 7th day of October, 1997.



Elaine F. Marshall

Secretary of State

9 OCT 16 PM 1:01
SECRET

EXHIBIT "B"

**FILED SEPARATELY UNDER COVER OF
NOTICE OF INTENT TO REQUEST CONFIDENTIAL CLASSIFICATION**

FINANCIAL STATEMENT ON

US LEC, LLC

AS OF MAY 31, 1997

HUGGINS & COMPANY, CPA PA
Certified Public Accountants

EXHIBIT "C"

HUGGINS & COMPANY, CPA PA
Certified Public Accountants

P.O. Box 16323
Charlotte, N.C. 28297-6323
(704) 394-2364

6148-D Brookshire Blvd
Charlotte, N.C. 28216

June 13, 1997

INDEPENDENT AUDITORS' REPORT

To The Members Of
US LEC, LLC
212 S. Tryon Street - Suite 1540
Charlotte, N.C. 28281

We have audited the accompanying combined balance sheet of US LEC, LLC and its Affiliates as of May 31, 1997, and the related combined statements of operations and members' equity, and cash flows for the five months then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of US LEC, LLC and its Affiliates as of May 31, 1997, and the results of its operations and its cash flows for the period then ended in conformity with generally accepted accounting principles.

Huggins + Company

**US LEC, LLC AND AFFILIATES
COMBINED BALANCE SHEET
AS OF MAY 31, 1997**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,353,337	
Accounts Receivable - Trade	89,915	
Due From Members	2,617,040	
Due From Employees	104,503	
Interest Receivable - Members	17,083	
Refundable Deposits	61,232	
Prepaid Expenses	<u>40,702</u>	
Total Current Assets		4,283,812

PROPERTY AND EQUIPMENT (Net Of Accumulated Depreciation Of \$74,021)		2,679,136
--	--	-----------

OTHER ASSETS

Organization Costs (Net Of Accumulated Amortization Of \$957)		<u>4,268</u>
--	--	--------------

TOTAL ASSETS		<u>\$6,967,216</u>
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LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 303,629	
Accrued Compensation	181,160	
Other Accrued Liabilities	192,479	
Interest Payable - Members	<u>74,860</u>	
Total Current Liabilities		752,128

LONG-TERM LIABILITIES

Notes Payable - Members		2,870,000
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MEMBERS' EQUITY

3,345,088

TOTAL LIABILITIES AND MEMBERS' EQUITY		\$6,967,216
--	--	-------------

See Accompanying Notes To Financial Statements

**US LEC, LLC AND AFFILIATES
COMBINED STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
FOR THE FIVE MONTHS ENDED MAY 31, 1997**

REVENUES	\$ 88,667
COST OF REVENUES	<u>437,210</u>
Gross Margin (Loss)	(348,543)
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>2,021,841</u>
Income (Loss) From Operations	<u>(2,370,384)</u>
OTHER INCOME (EXPENSE)	
Interest Income	28,295
Interest Expense	<u>(85,092)</u>
Total Other Income (Expense)	<u>(56,797)</u>
Net Income (Loss)	(2,427,181)
MEMBERS' EQUITY, January 1, 1997	(286,824)
Capital Contributions	<u>6,059,093</u>
MEMBERS' EQUITY, May 31, 1997	<u>\$3,345,088</u>

See Accompanying Notes To Financial Statements

**US LEC, LLC AND AFFILIATES
COMBINED STATEMENT OF CASH FLOWS
FOR THE FIVE MONTHS ENDED MAY 31, 1997**

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Income (Loss)	\$(2,427,181)
Adjustments To Reconcile Net Loss To Net	
Cash Provided By Operating Activities:	
Depreciation And Amortization	70,918
Increase In Accounts Receivable	(89,915)
Increase In Employee Advances	(14,500)
Increase In Interest Receivable - Members	(17,003)
Increase In Prepaid Expenses	(5,440)
Increase In Refundable Deposits	(61,232)
Increase In Accounts Payable	255,503
Increase In Accrued Liabilities	373,639
Increase In Interest Payable - Members	<u>74,860</u>
Total Adjustments	<u>586,750</u>
Net Cash Used By Operating Activities	<u>(1,840,431)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Cash Payments For The Purchase Of Property	<u>(2,348,291)</u>
Net Cash Used By Investing Activities	<u>(2,348,291)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Loans From Members	1,199,000
Member Capital Contributions	<u>3,442,053</u>
Net Cash Provided By Financing Activities	<u>4,641,053</u>
Net Increase In Cash And Equivalents	452,331
CASH AND EQUIVALENTS, January 1, 1997	<u>901,006</u>
CASH AND EQUIVALENTS, May 31, 1997	<u>\$ 1,353,337</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOWS INFORMATION:

CASH PAID FOR:	
Interest	\$ <u>8,330</u>

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

Acquisition Of Notes Receivable In Exchange For Member's Contributions	<u>\$ 2,617,040</u>
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See Accompanying Notes To Financial Statements

**US LEC, LLC AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
AS OF MAY 31, 1997**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

The Company is engaged in providing local and long distance telecommunications services to numerous customers in the Southeastern states.

FORMATION OF THE COMPANY

Effective January 1, 1997, US LEC Corp. (an S corporation) was converted to US LEC, LLC (a limited liability company) through exchange of corporation shares for company units. For financial statement and tax reporting, assets and liabilities transferred to the company were recorded at the predecessor corporation's historical cost basis.

PRINCIPLES OF COMBINATION

The combined financial statements include the accounts of US LEC, LLC (the company), its operating affiliate, US LEC, of North Carolina, LLC, and its affiliates which have not yet started operations, US LEC of South Carolina, LLC, US LEC of Georgia, LLC, US LEC of Tennessee, LLC and US LEC of Virginia, LLC. All significant intercompany items have been eliminated.

CASH AND CASH EQUIVALENTS

The company considers all securities purchased with a maturity of three months or less to be cash equivalents.

PROPERTY AND DEPREICATION

Property and equipment are carried at cost except for instances of impairment losses. At the point an impairment loss is noted, the assets will be written down to market value and any resulting loss will be included in operations. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The cost of assets sold, retired or otherwise disposed of and the related allowance for depreciation are eliminated from the accounts, and any resulting gain or loss is included in operations.

Depreciation is provided using straight-line methods over the estimated useful lives of the assets which are as follows:

Telecommunications Equipment	5-9 Years
Computer Equipment	5 Years
Office Equipment	5 Years
Leasehold Improvements	5 Years

USE OF ESTIMATES IN PREPARATION OF FINANCIAL STATEMENTS

The preparation of financial statements in conformity with generally accepted accounting principles requires members 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.

INCOME TAXES

The Company is filing its tax returns as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable by, or provided for the Company. Members are taxed individually on their shares of the

US LEC, LLC AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
AS OF MAY 31, 1997

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES (CONTINUED)

Company's earnings. The Company's net income or loss is allocated among the members in accordance with the operating agreement between the members.

ADVERTISING COSTS

Advertising costs are expensed as incurred.

NOTE 2 - CONCENTRATION OF CREDIT RISK

The Company had \$1,113,259 on deposit at May 31, 1997 in excess of the amount insured by the Federal Deposit Insurance Corporation (FDIC) limit. The FDIC currently insures up to \$100,000 for each depositor in a given bank.

NOTE 3 - DUE FROM MEMBERS

Due from members represents amounts due from three members for subscriptions for capital units and is collateralized by notes receivable with due dates of August 11, 1997. Interest is due at maturity based on the prime rate.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment as of May 31, 1997, consist of the following:

Telecommunications Equipment	\$ 2,524,818
Computer Equipment	99,274
Office Equipment	121,526
Leasehold Improvements	7,539
	<u>2,753,157</u>
Less Accumulated Depreciation	74,021
Total	<u>\$ 2,679,136</u>

Depreciation expense for the period ended May 31, 1997 was \$70,488.

NOTE 5 - NOTES PAYABLE - MEMBERS

The Company is obligated under a note agreement dated February 27, 1997 whereby Richard Aab, member, agrees to loan the Company up to \$5,000,000. The terms of the agreement provide for interest at prime plus 2%, payable annually, with the principal to be paid on July 25, 2000. Certain equipment is pledged as collateral. At May 31, 1997, \$2,500,000 had been loaned under the agreement.

The Company is obligated under a note agreement dated August 31, 1996 whereby Tansukh Ganatra, member, loaned the Company \$370,000. The terms of the agreement provide for interest at prime plus 2%, payable annually, with the principal to be paid on July 1, 1998. Certain equipment is pledged as collateral.

US LEC, LLC AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
AS OF MAY 31, 1997

NOTE 6 - LIMITED LIABILITY COMPANY

A Limited Liability Company must have limited life to receive the desired tax treatment. In order to comply with this requirement, US LEC, LLC and its Affiliates have provided in their operating agreements termination dates ranging from December 31, 2046 to December 31, 2097.

The operating agreements provide for two types of interests in the Company, voting and non-voting. The respective rights of each type member is outlined in the operating agreements. The management of the company is vested in a Board of Managers who solely have the right to participate in the management and affairs of the Company.

No member shall have any personal liability for any debts or losses of the Company beyond such member's interest solely by reason of being a member, manager, agent or employee of the Company.

NOTE 7 - COMMITMENTS

The Company has open purchase commitments for approximately \$527,000 of additional capital expenditures at May 31, 1997.

The Company rents operating facilities, office space and equipment under operating leases, some of which contain renewal options. Certain leases provide for adjustments relating to changes in real estate taxes and other operating expenses. Rental expense for the period ended May 31, 1997 was \$144,971. Future minimum lease commitments are as follows:

1998	\$ 517,604
1999	415,249
2000	234,008
2001	36,036
2002 And Thereafter	14,382

Certain agreements contain clauses that provide for additional rents based on usage. Those amounts, if any, are not included above.

Corporate Profile

US LEC of North Carolina
212 South Tryon Street,
Suite 1540
Charlotte, North Carolina 28281

704.319.1000
800-97USLEC
Fax 704.319.1345
Web Site www.uslec.com



RICHARD T. AAB
Chairman & Chief Executive Officer

Richard T. Aab is a pioneer in introducing competition into monopoly controlled service segments of the telecommunications industry. He co-founded US LEC in 1996. In 1982 he co-founded ACC Corp., an independently owned long distance resale company in New York State. He served as Chief Executive Officer of ACC from August 1983 through October 1995, director through October 1982, and Chairman of the Board of Directors since 1983 until his resignation in late 1996. He served as chairman of the Board of Directors of ACC TelEnterprises Ltd. From April 1993 through February 1994. He is currently Chairman of the Board's Strategic Planning committee.

ACC Corp. is a publicly traded (NASDAQ/ACCC) international telecommunications holding company with world headquarters in Rochester, New York. ACC Corp. provides worldwide long distance services to customers in the United States, Canada and the United Kingdom. ACC has provided local exchange services in New York State and Toronto, Ontario, Canada since 1994.

Under Mr. Aab's leadership, ACC has raised in excess of \$110 million in equity capital and has a current market capitalization of approximately \$600 million. On December 31, 1996, ACC Corp. employed more than 1000 employees world-wide, reported total revenues for 1996 exceeding \$309 million, had total assets of more than \$204 million and zero debt.

In 1984, Mr. Aab acquired a small U.S. private line reseller providing service between the U.S. and Canada. In 1988, he formed a corporation in Canada and participated in the demonopolization of the Canadian long distance industry, becoming the first U.S. company to own a long distance reseller in Canada. In addition, ACC was the first reseller to directly connect with Teleglobe Canada, Canada's monopoly-based international traffic carrier, bypassing Bell Canada. ACC TelEnterprises Ltd. is currently Canada's fifth largest long distance company with annualized revenues of over \$160 million (Can) and is the only long distance reseller currently profitable in the Canadian marketplace. In 1992, Mr. Aab incorporated a subsidiary of ACC in the United Kingdom to provide domestic and international long distance services. ACC received the world's first International Simple Resale License (ISRL) granted by the department of Trade and Industry in the U.K. allowing international traffic between the U.K. and Canada and providing an alternative to pre-existing international rules. In 1994, ACC received the first ISRL between the U.S. and U.K. ACC's U.K. long distance company reported \$96 million (U.S.) in revenues and turned profitable in 1996. Under Mr. Aab's direction, ACC obtained and built three cellular franchises in Kentucky during the late 1980's. The cellular franchises were subsequently sold by ACC in 1993 for \$43 million (U.S.). Mr. Aab holds a B.S. Degree in Economics from Clarkson University.

Corporate Profile

US LEC of North Carolina
212 South Tryon Street,
Suite 1540
Charlotte, North Carolina 28281

704.319.1000
800-97USLEC
Fax 704.319.1345
Web Site www.uslec.com



TANSUKH GANATRA
President and Chief Operating Officer

Tansukh Ganatra co-founded US LEC in 1996. Mr. Ganatra is a recognized expert in the field of Intelligent switching technology and transport network systems. Mr. Ganatra served as President and Chief Operating Officer of ACC Corp. from December 1987 through June 1990. He served as President of ACC Long Distance from May 1987 through November 1987 and Vice President of Engineering and Operations from January 1987 through April 1987. He retired in June of 1990. In 1992 he re-joined ACC Corp. as Executive Vice President responsible for corporate network planning, technology development, network costs and corporate strategic planning, as well as long term strategic (overseas operations, local bypass, inter-city linkages, and local switching, etc.) plus ongoing operations (network planning, implementation, network costs, and resource management) for all of ACC Corp. subsidiaries.

ACC Corp. is a publicly traded (NASDAQ/ACCC) international telecommunications holding company with world headquarters in Rochester, New York. ACC Corp. provides worldwide long distance services to customers in the United States, Canada and the United Kingdom. ACC has provided local exchange services in New York State and Toronto, Ontario, Canada since 1994.

Prior to joining ACC Corp. in 1987, Mr. Ganatra held various positions with Rochester Telephone Corp. (now Frontier Corporation/NYSE/FRO), from 1969 to 1987 culminating with Director Network Engineering. In that capacity, he was responsible for all engineering aspects of analog/digital switching equipment and traffic engineering functions comprised of over 450,000 lines/120,000 trunks, TSPS (Traffic Service Positioning System), #1ESS[®] (Electronic Switching System), #4ESS[®] (toll), and #5ESS[®] (Local and Enhanced) switches. Furthermore, he was responsible for PBX's, circuit equipment provisioning and transmission facilities (including fiber optics, microwave and analog copper facilities) to accommodate the above networks. In his consulting role at Rochester Telephone Corp.'s subsidiaries, he was responsible for customer (Eastman Kodak Co. and Xerox Corp., etc.) owned networks and wire center studies.

Born in Masindi, Uganda, East Africa, Mr. Ganatra graduated with a B.S. Degree in Electrical Engineering from University College in Nairobi, Kenya, East Africa.

Corporate Profile

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Web Site www.uslec.com



GARY D. GREFRATH

*Executive Vice President-Customer Service
Regulatory & Administration*

Mr. Grefrath has over 26 years of experience in the telecommunication services industry. Before joining US LEC, Mr. Grefrath was employed by Rochester Telephone Corp. (now Frontier Corp./NYSE/FRO) from March 1969 to August 1996 where he was responsible for management of most major areas of administration for the company, including Customer Service, Regulatory, Accounting, Carrier Relations Marketing, Operator Services and MIS. He was also responsible for the preparation of tariff filings with the State of New York and the FCC and for all service and contractual relations with IXCs, including AT&T, MCI and Sprint. He was most recently responsible for the development of the Rochester Telephone's national Directory Assistance product and sales contract with Time Warner Communications for the provision of Operator Services and directory assistance. Mr. Grefrath holds an MBA and a BA degree in marketing from Western Michigan University.

DAVID CONNER

Executive Vice President - Engineering & Operations

Mr. Conner has over 12 years of Telecommunication Management and Technical operation experience. Prior to joining US LEC, Mr. Conner served in various positions with Rochester Telephone Corp. (now Frontier Corporation/NYSE/FRO) and ACC Corp. (NASDAQ: ACC). Mr. Conner joined Rochester Telephone Corp. in 1985 and held several positions in Operations and MIS. He had significant responsibility in the development of operational support systems related to alarm system management and improving automation, the development and operation of 24x7 Network Control Center, and the coordination of the installation and repair of facilities. Mr. Conner joined ACC Corp. in 1990 as director of Operations for Danbury Cellular Telephone Company, and later as its Vice President of Engineering and Operations. While at Danbury, Mr. Conner's responsibilities included facilities installation, switch operations design and implementation of microwave systems and network planning and costs.

In 1993, Mr. Conner was transferred to ACC Long Distance where he was responsible for Switch Operations, Engineering, Network Operations, Network Security and the Network Operations Support Group. In 1995, Mr. Conner was appointed Operations director and Officer of ACC Long Distance UK Ltd., London, England, where he was responsible for Switch Operations, Engineering, Maintenance, Operational support Systems and the Network Operations Support Group. Mr. Conner holds a BS Political Science degree from SUNY, Geneseo.

Corporate Profile

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MICHAEL SIMMONS
Executive Vice President - Sales

Mr. Simmons has 15 years of telecommunication industry and management experience. Prior to joining US LEC in 1996, Mr. Simmons served Time Warner Communications as Vice President and General Manager of Western North Carolina Operations in Charlotte, North Carolina where he was responsible for the building and operation of Time Warner's 450 mile fiber optic SONET Ring Network serving that region. This network is Time Warner's largest system of the 20 they operate across the U.S. Prior to joining Time Warner Communications, Mr. Simmons was Branch Manager for MCI's Western North Carolina region. He spent eleven years with MCI in various sales, marketing and management positions in four states. Michael earned a BA from the University of Nebraska in 1980.

DAVID N. VAIL
*Executive Vice President - Finance and
Chief Financial Officer*

Mr. Vail is a Certified Public Accountant and has over 20 years experience in financial management, with both public and private sector firms. Prior to joining US LEC, Mr. Vail served as Controller of Harris Beach & Wilcox, LLP, a multi-state legal services firm with headquarters located in Rochester, New York, from 1986 through 1997, where he was responsible for the firm's financial and administrative operations, including mergers and acquisitions, evaluations and integrations. Mr. Vail also served as Controller of Voit Corporation, a publicly traded sporting goods manufacturer from 1984 through 1986 where he was responsible for day to day financial, operational and administrative functions, including Security and Exchange reporting. Prior to 1984, Mr. Vail spent eight years in public accounting with Naramore, Niles and Company, CPAs, and Touche Ross and Company. Mr. Vail holds a BS degree in accounting from Rochester Institute of Technology.

Corporate Profile

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212 South Tryon Street,
Suite 1540
Charlotte, North Carolina 28281

704.319.1000
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Web Site www.uslec.com



CRAIG SIMPSON
*Senior Vice President – Marketing and
Corporate Development*

Mr. Simpson has 10 years of telecommunications industry sales and management experience. Prior to joining US LEC in 1997, Mr. Simpson was employed by MCI from 1989 through February 1997. Since 1994, Mr. Simpson was Carrier Manager for MCI's North Carolina operations, responsible for sales to interexchange carriers, competitive local exchange carriers and independent telephone companies. Before 1988, Mr. Simpson spent 5 years employed by Unisys Corporation in computer mainframe sales and marketing. Mr. Simpson holds a BS degree in Marketing from Miami University.

III. THE BUSINESS PLAN

A. General Overview

U. S. LEC of Florida is an emerging telecommunications Company with a well trained management staff and a proposed network utilizing fully operational Lucent Technologies, Inc. 5ESS switches. The Company has been formed to provide local and long distance telephone service in Florida via strategically located switching centers, initially, in Tampa and Orlando.

New switching software will allow remote switching connectivity as far as 600 miles, insuring connectivity to all of Florida. The Company will create these new digital switching and leased fiber optic transmission networks in other geographically attractive regions within Florida.

Connectivity to customers will be provided by a digital central office switch in competition with the existing local exchange carriers, and by leasing fiber optic capacity from a variety of telecommunication carriers. Full connectivity will be achieved by negotiating interconnection agreements according to regulatory law, and by leasing access facilities from other telecommunication suppliers.

The Company will develop local telephone exchange networks utilizing modern switching system technology, which would enable the business to offer:

- Exchange access services to facilities and non-facilities based long distance, and competitive access carriers,
- Short haul long distance service,
- Resale of wireless services,
- Wholesale service (including exchange access and switching),
- Basic telephone and intraLATA toll service to telephone subscribers,
- An efficient wireless switching platform for new PCS companies

Customers will include large companies, regional businesses, interexchange carriers, state and local governments and the educational and health services industries. In addition, strategic alliances, with cable TV, wireless, competitive access, and long distance carriers having a sizable customer base will be developed. Residential and small business markets will also be pursued to maximize on the operating efficiency of the noncoincident busy hour traffic patterns of the networks.

Product opportunities thus equate to those of a full service, regional telecommunications enterprise. The company will use multiple new Lucent Technologies, Inc. 5ESS System 2000 switch, with the latest software upgrades capable of providing both local and long distance from the same platform. Currently, this is the best technology to meet the network and product/services requirements proposed.

The opportunity is clear, as existing monopoly customers are demanding more services and lower rates, and more responsive service, incumbent telephone companies residential and business customers are vulnerable due to their relatively high local rates and low level of service commitment. The Company's state of the art switching and billing systems, low overhead and productivity enhancements will allow for lower rates than incumbent telephone companies. Demand for services will be strong, since customers will have a practical alternative to the long-standing monopoly. The new Company anticipates the same positive response from the Florida markets that we have seen in the existing markets. Customers will experience:

- Rates will be lower than existing telco rates by 15-20%.

- A variety of customer service and/or product packages will be offered that simplifies the customer's telecommunications requirements.
- Customer Service will be second to none.
- Sales and technical staff will consistently demonstrate a true partnership in meeting the customer's needs.

Knowledgeable staff of the Florida regulatory authority believe that the many emerging competitors entering the market now will attract meaningful market share, thus speed of entry into this marketplace is critical. The Company intends to offer superior service, state-of-the-art technology, streamlined operations, and will compete vigorously by packaging telecom products and services using diversified marketing techniques. The state-of-the-art-network, anchored by the Lucent Technologies, Inc. 5ESS System 2000 Switches, provides a unique blend of wireline and wireless products designed to meet the diversified needs of telecommunications users.

The nationwide market size for local services is approximately \$100 billion per year, composed of exchange access service, switchless reseller service, basic telephone services and intraLATA toll service. The Company initially deployed its services in North Carolina, and is now expanding to additional southeastern states that have implemented pro-competitive local regulations.

US LEC, L.L.C. and US LEC of North Carolina, L.L.C. were formed in 1996 to provide services throughout the State of North Carolina. Lucent Technology 5ESS switches have been installed in Raleigh and Charlotte, and are currently providing service to customers. US LEC has been certified to provide local and long distance service in North Carolina, Virginia, Tennessee, and Georgia. An application is pending in South Carolina.

Over the next five years, the Company will package long distance and local services with other telecom services that will be offered in the marketplace. In addition, the Company may resell its services to other telecommunication service providers including: long distance, competitive access, wireless, and cable TV carriers.

The Company believes that development of a fully competitive local exchange industry will parallel the development of the competitive long distance industry in many respects. The similarities may include an increase in overall market size (due to competitive pricing and service innovations), proliferation of suppliers and a shift in market share from incumbent monopolies.

Although the Company believes the local exchange market will increase, the Company's business plan is based on achieving a relatively piece of existing market share from the incumbent local exchange monopolies, as opposed to a growing market.

B. Public Telephone Network

Divestiture in 1984 resulted in two distinct segments of telecommunications service market: long distance service and local exchange service. The following chart shows the categories and primary providers of each service:

Telecommunications Services

<u>Service</u>	<u>Providers</u>
Long Distance	Long Distance Carrier
Local Exchange:	
Exchange Access Services	Local Exchange Carrier
Basic Telephone Services	Local Exchange Carrier
IntraLATA Toll Services	Local Exchange Carrier

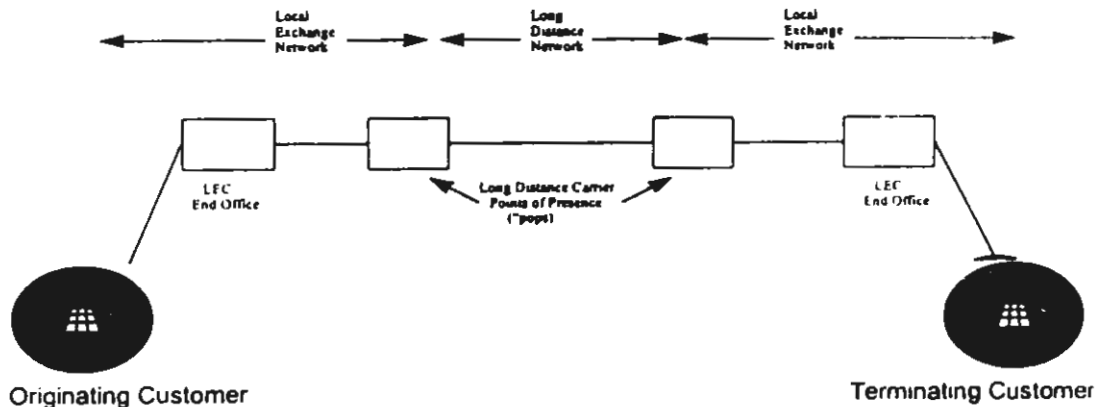
Long distance carriers transport telephone calls between LATAs and incur exchange access charges for originating and terminating calls from the local exchange companies. These access charges are the largest operating expense for the long distance carriers, representing approximately 35-40 percent of the carrier's revenue.

C. Long Distance Service

A typical long distance call consists of three parts. Starting with the originating telephone subscriber, a call travels to the local exchange Company's end office ("LEC end office or central office") along the local exchange network to the long distance carrier's switch. The call is then routed through the long distance network to the carrier's switch on the terminating end of the call, then to the LEC end office and to the terminating telephone subscriber's long distance carrier providing the connection between their switches. Local exchange companies charge long distance carriers exchange access charges for use of the local network at both the originating and terminating end of the call. The typical long distance call travels over three networks; the originating local Company's exchange network, the long distance carrier's network; and the terminating local exchange Company's network.

The following chart illustrates the network's connections:

TYPICAL LONG DISTANCE CALL



D. Local Exchange Service

Generally, local exchange service can be separated into exchange access service, basic telephone service and intraLATA toll service. The following table shows the type of service and customers of each service:

Local Exchange Service

<u>Service</u>	<u>Customer</u>
Exchange Access Service	Long Distance Carrier
Basic Telephone Service	Telephone subscriber
IntraLATA Toll Service	Telephone subscriber

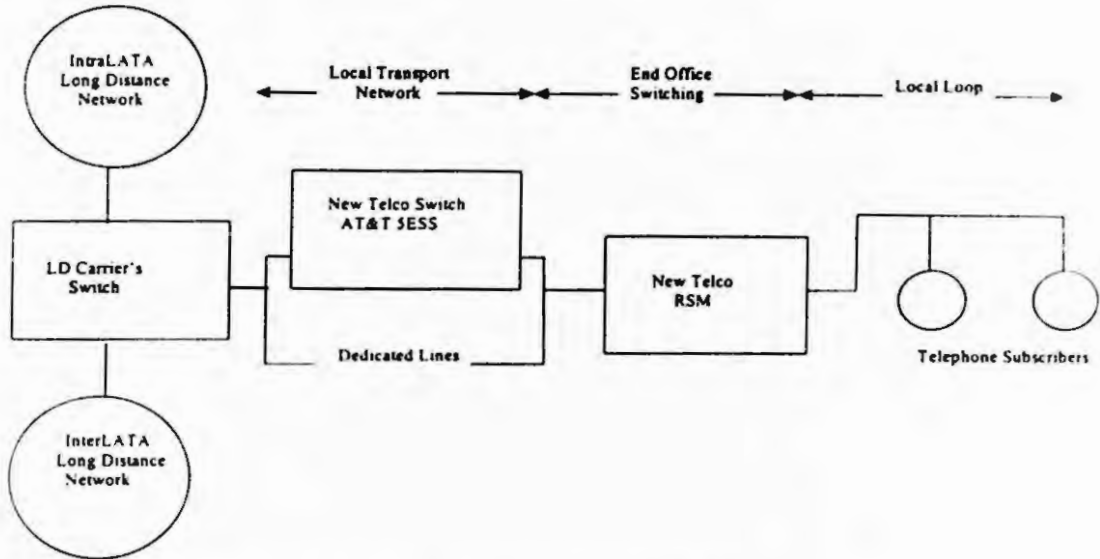
The Company estimates that the local exchange market will be \$100 billion in 1997 and beyond. Based on filings, the largest 35 local exchange companies generated approximately \$55 billion in annualized revenue.

The components of the local exchange network are as follows:

- Local Transport Network - The local network consists of: (a) transmission and switching facilities that interconnect the LEC end office with a long distance carrier's switch (exchange access), and (b) transmission and switching facilities that interconnect LEC end offices. Long distance carriers use the local exchange Company's tandem switching transport facilities, or in the case of a long distance carrier with significant message volume, dedicated lines to the LEC end office.
- End office switching - The LEC end office switching facility provides dial tone and local calling features (such as call forwarding, call waiting, and voice mail services) to telephone subscribers. Additionally, these switching facilities interconnect telephone subscribers to other local subscribers and route long distance calls to long distance carriers (via the local transport network).
- Local loops - Local loops provide the physical connection between a subscriber's telephone or equipment and the LEC end office (or the Company's switch).

The following chart illustrates the major components of the local exchange network:

LOCAL EXCHANGE NETWORK



Exchange Access Service - Exchange access service consists of:

(a) access to and from telephone subscriber lines over the local exchange network to the long distance carriers switch (as described above); and (b) dedicated point to point connections between heavy volume users and long distance carriers at fixed monthly rates.

The exchange access charges paid by the long distance carriers to the local exchange companies represents approximately 30% of the local exchange companies revenue. In contrast, exchange access costs are the largest single operating expense of the long distance carriers.

Basic Telephone Service - Basic telephone service includes monthly line charges, private line services, optional calling features (e.g. call forwarding) and in some states, local measured services billed to telephone subscribers. In Florida, the Company will be able to offer basic telephone service to subscribers in competition with the incumbent local exchange Company upon receiving the appropriate authorizations.

IntraLATA Toll Service - IntraLATA toll service includes charges for long distance calls within the LATA billed to telephone subscribers. Long distance carriers are the Company customers and will receive 1+ intraLATA toll revenue, while the Company will receive access charges for these calls, increasing revenue for both the Company and long distance carrier customers. Currently, local exchange companies handle all 1+ intraLATA toll calls on their own networks and long distance carriers are excluded from transporting these calls.

System technology will permit the Company to operate the network infrastructure and service large customer bases with relatively low labor costs and a highly centralized operation. Unit margins range from 29% when a customer is connected via the incumbent local exchange carrier to 70% when the customer is directly connected to the switch. Sales, marketing, General & Administrative expenses are expected to directly reflect the revenue growth. Billing services will be outsourced in order to package local, long-distance and wireless product on a single bill.

The Company expects to compete immediately against the incumbent local exchange companies, and other large entrants. However, the research indicates that these competitors are currently behind in their implementation schedules and hence an immediate advantage to the Company which plans to be operational by 4Q1998.

The Company intends to position itself as a local exchange service Company, providing other telecommunications services in a one-step format. As competition for basic telephone services becomes increasingly prevalent throughout the U. S., the Company's strategic objective is to provide the first-point-of-switching (i.e. providing dial tone) which will allow the opportunity to adapt to changing market conditions and new technologies. Providing dial tone will also allow the Company to create and market new communications applications and to participate in new markets regardless of the underlying transmission platform – copper wire, fiber optic or wireless

The Company plans to be able to provide LATA-wide exchange access service to long distance carriers: (a) at rates below those currently charged by the incumbent local exchange Company, and (b) in a more cost effective manner than building proprietary local exchange networks. The Company plans to offer exchange access services for both originating and terminating long distance calls in the markets it services.

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IV. Operational Plan

A. Network

In order to provide for seamless interconnection, the Company has successfully negotiated interconnection agreements for US LEC of North Carolina, L.L.C. and expects no difficulties with existing LECs in Florida. The agreement with BellSouth has been filed with the Commission Florida agreements are still required with GTE and Sprint. Fortunately, the Florida Public Service Commission has allowed for interconnection, collocating agreements and unbundled services to link. This will allow the Company to purchase local interconnect and ports, which are the only services, and/or facilities, necessary to complete it's network. Negotiations will also be required for emergency services, E911, operator services, directory, etc. No other obstacles are expected with other LECs in Florida.

B. Operations

The Company's integration of advanced telecommunications and information technology systems will enhance its ability to offer cost effective service. To manage the development of intelligent technology systems, the Company has negotiated two strategic alliances involving switching operations and information systems technology.

Lucent Technologies, Inc. Switch Operations - the Company has hired highly proficient personnel to staff the switching operations along with technical support from Lucent Technologies, Inc. personnel

Information Technology Systems - the Company is using a third party vendor for billing for local exchange telephone services. As the Company implements its business plan, the Company will outsource most of its internal operating, billing and information technology Systems. The Company is currently seeking a vendor with capabilities of bundling local with long distance, CAP, wireless and other telecom products. Management believes outsourcing to a third party is

desirable at this time because of the Company's planned growth across a wide variety of telecommunication services.

Licenses & Interconnection agreements - Florida regulatory approvals are expected in the next several months and interconnection agreements with GTE and Sprint will be completed in early 1998. All of the corporate formation work is complete.

Contracts - The following contracts will be negotiated:

- Local Access with CAPS
- Access Services with IXCs
- Billing Services with external vendors

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by US LEC of Florida, Inc., with principal offices at 212 South Tryon Street, Suite 1540, Charlotte, NC 28281. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

EXHIBIT "F"

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

ISSUED:

EFFECTIVE:

by:

Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
51	Original
52	Original
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original

ISSUED:

EFFECTIVE:

by: Executive Vice President Regulatory & Administration
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By:

Executive Vice President Regulatory & Administration
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Charlotte, NC 28281

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SYMBOLS SHEET

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

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212 South Tryon Street, Suite 1540
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TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC 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:

- 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, 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 pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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212 South Tryon Street, Suite 1540
Charlotte, NC 28281

US LEC of Florida, Inc.

Florida Tariff No. 1
Original Sheet 8

ISSUED:

EFFECTIVE:

by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: US LEC of Florida, Inc., the issuer of this tariff.

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

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

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212 South Tryon Street, Suite 1540
Charlotte, NC 28281

Duplex Service: Service which provides for simultaneous transmission in both directions.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by US LEC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signalling between telephone switches, or between telephone switches and PBX/key systems.

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

ISSUED:

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by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Service Order: The written request for Network 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 or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28261

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

ISSUED:

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by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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by: Executive Vice President Regulatory & Administration
212 South Tryon Street, Suite 1540
Charlotte, NC 28281

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G) An Other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but

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shall not thereby alter the technical parameters of the service provided the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

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SECTION 2 - RULES AND REGULATIONS

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - RULES AND REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - RULES AND REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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SECTION 2 - RULES AND REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - RULES AND REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer upon receipt of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due upon receipt of the invoice. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) A late payment penalty will be due to the Company upon any unpaid amount commencing 28 days after the date of the invoice. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice, multiplied by late factor of 1.5% per month.
- F) The Customer will be assessed a charge of \$25.00 if the face value of the check does not exceed \$50.00; \$30.00, if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00, if the face value is more than \$300.00, or 5 percent, whichever is greater, will be assessed for checks returned for insufficient funds.
- G) Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against next month's charges and if necessary a new advance payment will be collected for the next month.

2.5.4 Deposits

The company does not require a deposit from the customer.

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 5 days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

A). When service is interrupted for a period of at least 24 hours after notice by the customer to the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired.

(i) The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Carrier, pursuant to the terms of this tariff, terminates service because of non-payment of bills or deposits due to the Carrier, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this tariff or by applicable law.

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- (ii) No allowance shall apply to any non-recurring or usage charges.

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SECTION 2 - RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2 - RULES AND REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the

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service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.9 Transfers and Assignments

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

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SECTION 2 - RULES AND REGULATIONS

2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS

Sections 2.11 and 2.12 shown immediately below apply only to OSP companies provided to call aggregator locations (Hotels and Motels).

2.11 Conditions Governing Operator Service

The Company shall identify itself as "US LEC of FL", audibly and distinctly, to the end user at the beginning of each telephone call and again before the billed party incurs any charge for the call.

2.12 Special Conditions Governing Operator Services

- 1) Billing increment cannot exceed 1 minute.
- 2) Surcharge charged by the hotel must be collected at the time of check out.
- 3) Intra and InterLATA Intrastate Rates for Operator Services are Capped at the time of day AT&T rate. IntraLATA Intrastate rates are capped at applicable LEC rate.
- 4) All 0- intraLATA calls are routed to the local telecommunications provider.

Each customer subscribing to the Company's operator services must disclose the following information for both intra and interLATA intrastate services to transient end users by displaying the following information requirements on stickers or tent cards provided by the Company.

- 1) Company name - US LEC of FL
- 2) All OSP Operator Service Rates
- 3) IntraLATA and InterLATA Service Rates - dial 1-800-978-7532 or any operator at 9+0 for long distance rates.

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- 4) Billing Procedures - all operator services and long distance rates will be billed to the end user through your local telephone company or to your credit card.

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SECTION 2 - RULES AND REGULATIONS

2.12 Special Conditions Governing Operator Services (Cont'd)

- 5) IntraLATA and interLATA dialing instructions.
- 6) Instructions on how to reach emergency services.
- 7) Toll free number for customer service.
- 8) Instructions for how to access other OSPs.
- 9) Amount of any surcharge for local and long distance calls billed and collected by the call aggregator.

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SECTION 2 - RULES AND REGULATIONS

The Company provides a tent card for OSP calls.

An example of the Company's tent card is provided below:

-
Bogus Motel
101 Bogus Boulevard
Tallahassee, Florida 32312
(850) 531-0097

TELEPHONE DIALING INSTRUCTIONS

- Front Desk.....Dial 0
- Room to Room.....Dial Room Number Desired
- Local Calls.....9 + Number (\$.50 Surcharge)
- Local Exchange Company Operator..9 + 0

- Long Distance Calls.....8 + 1 + Area Code + Number (\$.50 Surcharge)
- Toll-Free Calls.....9 + 1 + 800 + Number
- Long Distance Calling Cards8 + 0 + Area Code + Number
- Operator Assisted.....After the tone, enter your
calling card number or stay
on the line for operator
assistance.

- International Calls.....8 + 011 + Country Code
+ City Code + Number

- Emergency calls.....9 + 911

Operator services provided by US LEC of FL. All 0 - intraLATA calls are routed to the local telecommunications provider. To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. If you desire your call to be made by a carrier other than US LEC of FL, you may do so by dialing 9 + 10XXX. For specific rates please turn card over.

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US LEC of Florida, Inc.

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SECTION 2 - RULES AND REGULATIONS

BACK SIDE OF TENT CARD

Rate Information

To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. For specific intraLATA, interLATA, or interstate rates, dial a US LEC of FL operator, or customer service at 1-800-978-7532.

Billing Procedure

Operator Service Calls will be billed through the Local Telephone Company or Credit Card Company designated by the caller. US LEC of FL calls will be identified by name.

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SECTION 2 - RULES AND REGULATIONS

2.13 Time Periods Defined

Unless otherwise indicated herein:

3.4.1 All rate plans:

- a. Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri
- b. Evening: 5:00 - 11:00 p.m. - Sun-Fri
- c. Night/Weekend: 11:00 p.m. - 8:00 a.m. - All days
8:00 a.m. - 11:00 p.m. - Saturday
8:00 a.m. - 5:00 p.m. - Sunday
- d. Holiday: For the following Holidays, the Evening Time Period rates are used, unless a lower rate would normally apply:

Christmas Day**	New Year's Day**
Martin Luther King Day*	Presidents Day*
Memorial Day*	Columbus Day*
Veterans Day**	Thanksgiving Day
Independence Day**	Labor Day

* Applies to Federally observed day only.

** When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. When 2 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. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call. In no instance shall the rounded rates exceed the OSP rate cap.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE

3.2 Billing of Calls

3.2.1 Billing Payments and Adjustments

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company within 45 days (commencing 5 days after remittance of the bill). Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Rules and Regulations governing Billing and Collection of Charges can be found in Section 2.5.2 of this tariff.

3.2.2 Sale of Telecommunications Services to Uncertificated IXCs Prohibited

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.3 Payment of Calls

3.3.1 Late Payment Charges

Interest charges of 1 1/2% per month will be assessed on all past due balances. Regulations governing Billing and Collection of Charges can be found in Section 2.5.2 of this tariff.

3.3.2 Return Check Charges

A return check charge of \$25.00, if the face value of the check does not exceed \$50.00; \$30.00, if the face value is more than \$50.00 but does not exceed \$300.00; \$40.00, if the face value is

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more than \$300.00.; or 5 percent, whichever is greater, will be assessed for checks returned for insufficient funds. Regulations governing Billing and Collection of Charges can be found in Section 2.5.2 of this tariff.

SECTION 3 - DESCRIPTION OF SERVICE

3.4 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

3.5 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. The Company uses the rate centers that are published by Bellcore in the Local Exchange Routing Guide (LERG).

FORMULA:

$$\text{The square root of: } \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE

3.7 Service Offerings

3.7.1 US LEC of FL InterLATA Operator Services

US LEC InterLATA operator service rates are for InterLATA operator services offered by the Company. These rates include time and distance sensitive rates as well as surcharges. Rates apply for both presubscribed and non-presubscribed customers.

3.7.2 US LEC of FL IntralATA Operator Services

US LEC of FL IntralATA operator service rates are for IntralATA operator services offered by the Company. These rates include time and distance sensitive rates as well as surcharges. Rates apply to both presubscribed and non-presubscribed customers.

3.7.3 US LEC of FL Message Telecommunications Service (1+ Dialing)

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1+10 digits" for interLATA toll calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intralATA toll calls. Message Telecommunications Service is available on both a switched and dedicated basis.

3.7.4 US LEC of FL 800 Service (Toll-Free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rate. 800 Service is available on both a switched and dedicated basis.

3.7.5 US LEC of FL Directory Assistance

Customers and Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

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SECTION 4 - RATES

4.1 US LEC of FL Maximum OSP Rate Cap For InterLATA Operator Dialing, Person-To-Person, or Real Time Rated for Operator Station/Person-To-Person Billed to a Credit/Charge Card

<u>Miles</u>	<u>Day</u>		<u>Eve.</u>		<u>Night/Weekend</u>		
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD' MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	
0-10	\$.2000	\$.2000	\$.1500	\$.1500	\$.1200	\$.1200	
11-22	.2200	.2200	.1700	.1700	.1300	.1300	
23-55	.2500	.2500	.1900	.1900	.1400	.1400	
56-124		.2700	.2700	.1900	.1900	.1500	.1500
125-292	.2800	.2800	.1900	.1900	.1600	.1600	
293-430	.2800	.2800	.2000	.2000	.1600	.1600	
431-624	.2800	.2800	.2100	.2100	.1600	.1600	

* See Section 4.4 For Additional InterLATA Surcharges

4.2 US LEC of FL Maximum OSP Rate Cap For Customer or Operator Dialed InterLATA Operator Service Calls Billed to the Operator Service Provider or Local Exchange Company's Calling Card

<u>Miles</u>	<u>Day</u>		<u>Eve.</u>		<u>Night/Weekend</u>		
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD' MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	
0-10	\$.2500	\$.2500	\$.2500	\$.2500	\$.2500	\$.2500	
11-22	.2500	.2500	.2500	.2500	.2500	.2500	
23-55	.2500	.2500	.2500	.2500	.2500	.2500	
56-124		.2500	.2500	.2500	.2500	.2500	.2500
125-292	.2500	.2500	.2500	.2500	.2500	.2500	
293-430	.2500	.2500	.2500	.2500	.2500	.2500	
431-624	.2500	.2500	.2500	.2500	.2500	.2500	

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* See Section 4.4 For Additional InterLATA Surcharges

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SECTION 4 - RATES

4.3 US LEC of FL Maximum OSP Rate Cap For InterLATA Operator Station and Person-To-Person Sent Paid Coin Calls

Miles	Day		Evening		Night/Weekend		
	INITIAL MINUTE	ADD'L MINUTE	INITIAL MINUTE	ADD' MINUTE	INITIAL MINUTE	ADD'L MINUTE	
0-10	\$.6000	\$.2000	\$.4500	\$.1500	\$.3600	\$.1200	
11-22	.6600	.2200	.5100	.1700	.3900	.1300	
23-55	.7500	.2500	.5700	.1900	.4200	.1400	
56-124		.8100	.2700	.5700	.1900	.4500	.1500
125-292	.8400	.2800	.5700	.1900	.4800	.1600	
293-430	.8400	.2800	.6000	.2000	.4800	.1600	
431-624	.8400	.2800	.6300	.2100	.4800	.1600	

* See Section 4.4 For Additional InterLATA Surcharges

4.4 OSP InterLATA Rate Cap Surcharges

	Billed To Operator Svc Prvdr	To LEC Calling Cd	Billed To Commercial Credit Card	Billed
Customer Dialed Calling Card Station				
Customer Dialed/Automated	\$0.60	\$0.95	\$1.50	
Customer Dialed and Operator Assisted	\$2.25	\$2.25	\$2.25	
Customer Dialed-Operator Must Assist	\$0.60	\$0.95	\$1.50	
Operator Dialed Calling Card	\$2.25	\$2.25	\$2.25	
Collect (Station To Station)		\$2.25		
Billed To Third Number (Station To Station)			\$2.35	
Sent Paid-Non Coin (Station To Station)		\$2.30		
Sent Paid Coin (Station To Station)		\$2.05		
Person To Person		\$4.90		
Busy Line Verify Service (each request)		\$2.25		

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Busy Line Interrupt Service \$2.25
(each request)

SECTION 4 - RATES

4.4 OSP InterLATA Rate Cap Surcharges (continued)

	Customer- Dialed Called Number	Operator- Dialed Called Number
Operator Dialed Surcharge	\$0.85	\$1.15

* See Section 4.8 For Additional IntraLATA Surcharges

4.5 US LEC Maximum OSP Rate Cap For IntraLATA Operator Dialing, Person-To-Person, or Real Time Rated for Operator Station/Person-To-Person Billed to a Credit/Charge Card

<u>Miles</u>	<u>Day</u>		<u>Evening</u>		<u>Night/Weekend</u>		
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD' MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	
0-10	\$.1800	\$.1800	\$.1300	\$.1300	\$.1100	\$.1100	
11-22	.2000	.2000	.1500	.1500	.1200	.1200	
23-55	.2300	.2300	.1700	.1700	.1300	.1300	
56-124		.2500	.2500	.1700	.1700	.1400	.1400
125-292	.2600	.2600	.1800	.1800	.1400	.1400	

* See Section 4.8 For Additional IntraLATA Surcharges

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SECTION 4 - RATES

4.6 US LEC of FL Maximum OSP Rate Cap For Customer or Operator Dialed IntraLATA Operator Service Calls Billed To The Operator Service Provider Or A Local Exchange Company Calling Card

<u>Miles</u>	<u>Day</u>		<u>Eve.</u>		<u>Night/Weekend</u>		
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD' MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	
0-10	\$.2400	\$.2400	\$.2400	\$.2400	\$.2400	\$.2400	
11-22	.2400	.2400	.2400	.2400	.2400	.2400	
23-55	.2400	.2400	.2400	.2400	.2400	.2400	
56-124		.2400	.2400	.2400	.2400	.2400	.2400
125-292	.2400	.2400	.2400	.2400	.2400	.2400	

4.7 US LEC of FL Maximum OSP Rate Cap For IntraLATA Operator Station and Person-To-Person Sent Paid Coin Calls

<u>Miles</u>	<u>Day</u>		<u>Eve.</u>		<u>Night/Weekend</u>		
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD' MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	
0-10	\$.5400	\$.1800	\$.3900	\$.1300	\$.3300	\$.1100	
11-22	.6000	.2000	.4500	.1500	.3600	.1200	
23-55	.6900	.2300	.5100	.1700	.3900	.1300	
56-124		.7500	.2500	.5100	.1700	.4200	.1400
125-292	.7800	.2600	.5400	.1800	.4200	.1400	

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SECTION 4 - RATES

4.8 OSP IntraLATA Rate Cap Surcharges

	Billed To Operator Svc Prvdr	To LEC Calling Cd	Billed To Commercial Credit Card	Billed
Customer Dialed Calling Card Station				
Customer Dialed/Automated	\$0.60	\$0.95	\$1.10	
Customer Dialed and Operator Assisted	\$1.10	\$1.10	\$1.10	
Customer Dialed-Operator Must Assist	\$0.60	\$0.95	\$1.10	

Operator Dialed Calling Card	\$1.10	\$1.10	\$1.10	

Collect (Station To Station)		\$1.10		
Billed To Third Number (Station To Station)			\$1.10	
Sent Paid-Non Coin (Station To Station)		\$1.10		
Sent Paid Coin (Station To Station)		\$1.10		
Person To Person		\$2.98		
Busy Line Verify Service (each request)		\$2.25		
Busy Line Interrupt Service (each request)		\$2.25		
	Customer- Dialed Called Number		Operator- Dialed Called Number	
Operator Dialed Surcharge	\$0.75		\$0.75	

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SECTION 4 - RATES

4.9 Message Telecommunications Service

a. PROGRAM NAME: Switched Service

This direct dial message toll service is available on the following terms and conditions.

BILLING: 18 second minimum/6 second increments

USAGE RATES:

- (A) **Basic Service Plan A:**
 Access: Switched
 Minimum Usage: \$100 (Customer's total monthly usage from all services)
 Term: 1 Year
 Rate per minute: \$0.143

- (B) **Basic Service Plan B:**
 Access: Switched
 Minimum Usage: \$200 (Customer's total monthly usage from all services)
 Term: 1 Year
 Rate per minute: \$0.129

- (C) **Basic Service Plan C:**
 Access: Switched
 Minimum Usage: \$500 (Customer's total monthly usage from all services)
 Term: 1 Year 2 Years 3 Years
 Rate per minute: \$0.128 \$0.124 \$0.120

- (D) **Basic Service Plan D:**
 Access: Switched
 Minimum Usage: \$1,000 (Customer's total monthly usage from all services)

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Term	1 Year	2 Years	3 Years
Rate per minute:	\$0.126	\$0.123	\$0.119

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SECTION 4 - RATES

4.9 Messages Telecommunications Service (Cont'd)

- (E) **Basic Service Plan E:**
 Access: Switched
 Minimum Usage: \$2,500 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.124 \$0.120 \$0.116
- (F) **Basic Service Plan F:**
 Access: Switched
 Minimum Usage: \$10,000 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.120 \$0.114 \$0.110

b. PROGRAM NAME: Dedicated Service

Customers will access this toll service via dedicated or special access lines. The subscriber is responsible for obtaining the dedicated or special access line from the local exchange carrier. The nonrecurring and monthly recurring charges for these access lines are in addition to the rates contained in this tariff.

BILLING: 18 second minimum/6 second increments

USAGE RATES:

- (A) **Contract Plan A:**
 Access: Dedicated
 Minimum Usage: \$100 (Customer's total monthly usage from all services)
 Term 1 Year
 Rate per minute: \$0.092

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SECTION 4 - RATES

4.9 Message Telecommunications Service (Cont'd)

b. PROGRAM NAME: Dedicated Service (Cont'd)

BILLING: 18 second minimum/6 second increments

USAGE RATES (Cont'd):

(B) **Contract Plan B:**

Access: Dedicated
Minimum Usage: \$200 (Customer's total monthly usage from all services)
Term 1 Year
Rate: \$0.082

(C) **Basic Service Plan C:**

Access: Dedicated
Minimum Usage: \$500 (Customer's total monthly usage from all services)
Term 1 Year 2 Years 3 Years
Rate per minute: \$0.082 \$0.079 \$0.077

(D) **Basic Service Plan D:**

Access: Dedicated
Minimum Usage: \$1,000 (Customer's total monthly usage from all services)
Term 1 Year 2 Years 3 Years
Rate per minute: \$0.080 \$0.078 \$0.075

(E) **Basic Service Plan E:**

Access: Dedicated
Minimum Usage: \$2,500 (Customer's total monthly usage from all services)
Term 1 Year 2 Years 3 Years

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Rate per minute: \$0.079 \$0.077 \$0.074

SECTION 4 - RATES

4.9 Message Telecommunications Service (Cont'd)

b. PROGRAM NAME: Dedicated Service (Cont'd)

BILLING: 18 second minimum/6 second increments

USAGE RATES (Cont'd):

(F) Basic Service Plan F:

Access:	Dedicated		
Minimum Usage:	\$10,000 (Customer's total monthly usage from all services)		
Term	1 Year	2 Years	3 Years
Rate per minute:	\$0.077	\$0.073	\$0.070

4.10 800 Service

a. PROGRAM NAME: Switched 800 Service

This toll service is available on the following terms and conditions.

BILLING: 18 second minimum/6 second increments

USAGE RATES:

(A) Basic Service Plan A:

Access:	Switched		
Minimum Usage:	\$100 (Customer's total monthly usage from all services)		

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Term 1 Year
Rate per minute: \$0.160

SECTION 4 - RATES

4.10 800 Service (Cont'd)

a. PROGRAM NAME: Switched 800 Service (Cont'd)

BILLING: 18 second minimum/6 second increments

USAGE RATES (Cont'd):

(B) **Basic Service Plan B:**

Access: Switched
Minimum Usage: \$200 (Customer's total monthly usage from all services)
Term 1 Year
Rate per minute: \$0.144

(C) **Basic Service Plan C:**

Access: Switched
Minimum Usage: \$500 (Customer's total monthly usage from all services)
Term 1 Year 2 Years 3 Years
Rate per minute: \$0.142 \$0.138 \$0.134

(D) **Basic Service Plan D:**

Access: Switched
Minimum Usage: \$1,000 (Customer's total monthly usage from all services)
Term 1 Year 2 Years 3 Years
Rate per minute: \$0.141 \$0.136 \$0.133

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(E) **Basic Service Plan E:**
 Access: Switched
 Minimum Usage: \$2,500 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.138 \$0.134 \$0.130

SECTION 4 - RATES

4.10 800 Service (Cont'd)

a. PROGRAM NAME: Switched 800 Service (Cont'd)

BILLING: 18 second minimum/6 second increments

USAGE RATES (Cont'd):

(F) **Basic Service Plan F:**
 Access: Switched
 Minimum Usage: \$10,000 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.134 \$0.126 \$0.122

b. PROGRAM NAME: Dedicated 800 Service

The subscriber is responsible for obtaining the dedicated access line from the local exchange carrier. The nonrecurring and monthly recurring charges for these access lines are in addition to the rates contained in this tariff.

BILLING: 18 second minimum/6 second increments

USAGE RATES:

(A) **Basic Service Plan A:**
 Access: Dedicated

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Minimum Usage: \$100 (Customer's total monthly usage from all services)
 Term 1 Year
 Rate per minute: \$0.102

(B) **Basic Service Plan B:**
 Access: Dedicated
 Minimum Usage: \$200 (Customer's total monthly usage from all services)
 Term 1 Year
 Rate per minute: \$0.092

SECTION 4 - RATES

4.10 800 Service (Cont'd)

b. PROGRAM NAME: Dedicated 800 Service (Cont'd)

(C) **Basic Service Plan C:**
 Access: Dedicated
 Minimum Usage: \$500 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.091 \$0.088 \$0.086

(D) **Basic Service Plan D:**
 Access: Dedicated
 Minimum Usage: \$1,000 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.090 \$0.087 \$0.085

(E) **Basic Service Plan E:**
 Access: Dedicated
 Minimum Usage: \$2,500 (Customer's total monthly usage from all services)
 Term 1 Year 2 Years 3 Years
 Rate per minute: \$0.088 \$0.086 \$0.083

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(F) **Basic Service Plan F:**
Access: Dedicated
Minimum Usage: \$10,000 (Customer's total monthly usage
from all services)
Term 1 Year 2 Years 3 Years
Rate per minute: \$0.086 \$0.081 \$0.078

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SECTION 4 - RATES

4.11 Directory Assistance

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Per Number Requested	\$0.50
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- B) A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

4.12 Service Implementation

- (A) Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

	<u>Non-Recurring</u>
Per Service Order	\$25.00

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SECTION 4 - RATES

4.13 Special Construction

4.13.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

4.13.2 Basis for Cost Computation

The costs referred to in 4.13.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights of way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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SECTION 4 - RATES

4.13 Special Construction (Cont'd)

4.13.2 Basis for Computation (Cont'd)

- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

4.13.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service live of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

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SECTION 4 - RATES

4.13 Special Construction (Cont'd.)

4.13.3 Termination Liability (Cont'd)

B) (Cont'd)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights of way;

2) license preparation, processing, and related fees;

3) tariff preparation, processing, and related fees;

4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 4.13.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 4.13.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 4 - RATES

4.14 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

4.15 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

4.16 Special Rates For The Handicapped

4.16.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.16.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 4 - RATES

4.16 Special Rates For The Handicapped (Cont'd)

4.16.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the company will, when billing relay calls, discount relay service calls by 50 percent of the otherwise 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 shall be discounted 60 percent off of the otherwise applicable rate for a 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 such as a credit card surcharge.

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