

**KELLEY DRYE & WARREN LLP**

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATION

**DEPOSIT**

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WASHINGTON, D. C. 20036

(202) 955-9800

**D490**

DATE

**MAR 27 1997**

67  
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March 26, 1997

**VIA OVERNIGHT DELIVERY**

Ms. Blanca Bayo  
Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0864

**970385-TI**

**Re: Application of Sprint Spectrum L.P. for a  
Certificate of Public Convenience and Necessity**

**Petition of Sprint Spectrum L.P. for Waiver of Bond Requirement**

Dear Ms. Bayo:

Enclosed for filing with the Commission, please find an original and 12 copies

of:

- ACK \_\_\_\_\_
  - AFA \_\_\_\_\_
  - APP \_\_\_\_\_
  - CAF \_\_\_\_\_
  - CMU \_\_\_\_\_
  - CTR \_\_\_\_\_
  - EAG \_\_\_\_\_
  - LEG \_\_\_\_\_
  - LIN \_\_\_\_\_
  - OPC \_\_\_\_\_
  - RCH \_\_\_\_\_
  - SEC \_\_\_\_\_
  - WAS \_\_\_\_\_
  - OTH \_\_\_\_\_
- (1) Sprint Spectrum L.P.'s Application for a Certificate of Public Convenience to Operate as a Reseller of Long Distance Telecommunications Services; and
  - (2) Sprint Spectrum L.P.'s Petition for Waiver of Bond Requirement.

Also enclosed are the required \$250.00 application filing fee and duplicate copies of both filings. Please date-stamp both duplicates and return them in the self-addressed, postage-paid envelope provided.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check: D.J.

DOCUMENT NUMBER-DATE

**03206 MAR 27 97**

FPSC-RECORDS/REPORTING

REC'D  
COMMUNICATIONS  
MARCH 27 1997

Ms. Blanca Bayo  
March 26, 1997  
Page 2

Should you have any questions regarding these filings, please do not hesitate to contact me at the above-referenced number.

Respectfully submitted,

  
John J. Heitmann

Enclosures

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

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0866

**APPLICATION FORM**

for

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE WITHIN THE STATE OF FLORIDA**

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Instructions

- A. This form is used for an original application for a certificate and for 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  
101 East Gaines Street  
Tallahassee, Florida 32399-0866  
(904) 488-1280

- E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

DOCUMENT NUMBER-DATE  
03206 MAR 27 5  
FPSC-RECORDS/REPORTING

1. This is an application for (check one):

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate**  
(To a noncertificated company).
- Approval for transfer of control**  
(To another certificated company).

2. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- 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.

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

**Sprint Spectrum L.P. ("Sprint Spectrum").**

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

**Sprint PCS.**

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

**4900 Main Street, 12th Floor  
Kansas City, Missouri 64112**

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

**Sprint Spectrum's registered agent in Florida is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.**

7. Structure of organization;

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

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

**Sprint Spectrum Holding Company, L.P.-- General Partner  
MinorCo, L.P. -- Limited Partner**

**Both partners are located at 4900 Main Street, 12th Floor, Kansas City, Missouri 64112.**

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable. *See Exhibit A.*
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- No.**
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.
- No.**

9. If incorporated, please give:

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

Corporate charter number: \_\_\_\_\_

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

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

Fictitious name registration number: \_\_\_\_\_

- (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.
- (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.

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

- (a) The application;

**Danny E. Adams  
John J. Heitmann  
Andrea D. Pruitt  
KELLEY DRYE & WARREN LLP  
1200 19th Street, Suite 500  
Washington, D.C. 20036  
Phone: (202) 955-9600  
Fax: (202) 955-9792**

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

**Andrew W. Buffmire  
General Attorney  
Sprint Spectrum L.P.  
4900 Main Street, 12th Floor  
Kansas City, Missouri 64112  
(816) 559-2516**

- (c) Tariff;

**Danny E. Adams  
John J. Heitmann  
Andrea D. Pruitt  
KELLEY DRYE & WARREN LLP  
1200 19th Street, Suite 500  
Washington, DC 20036  
Phone: (202) 955-9600  
Fax: (202) 955-9792**

- (d) **Complaint Inquiries from customers;**

**Customers with complaints or billing inquiries may contact the Applicant at its toll free number (888) 211-4727.**

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

**None.**

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

**Applicant intends to provide service throughout the continental United States and has applied or soon will apply for the appropriate authority in all states other than Alaska and Hawaii.**

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

**Idaho, Indiana, Mississippi, Nebraska, Oregon, Rhode Island, Texas, Washington and Wisconsin.**

- (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: _____           |                          |           |

**None.**

13. Do you have a marketing program?

**Sprint Spectrum will be a provider of resold toll services to the wireless PCS customers of WirelessCo, L.P. ("WirelessCo"). Together, the resold toll services of Sprint Spectrum and the wireless PCS services of WirelessCo will be marketed under Sprint PCS brand name.**

14. Will your marketing program:

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

N/A.

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

N/A.

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

- Residential customers.       Business customers.  
 PATS providers.               PATS station end-users.  
 Hotels & motels.               Hotel & motel guests.  
 Universities.                   Univ. dormitory residents.  
 Other: Sprint PCS Customers.

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?

**Sprint Spectrum will market its services to customers and bill customers using the Sprint PCS brand name. All billing statements will include a toll free customer service number for billing inquiries and complaints. The toll free number for customer inquiries is (888) 211-4727.**

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

**As noted above, Sprint Spectrum will provide its own billing functions to customers using the Sprint PCS brand name. The address for Sprint PCS is 4900 Main Street, 12th Floor, Kansas City, Missouri 64112.**

18. 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 B.**



19. 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 800/888

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

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

The end user must dial "1" for long distance services, "411" for directory assistance, and "0" for other operator services.

21.  Other:

Initially, Sprint Spectrum proposes to offer basic "1+" long distance services, otherwise known as MTS, and operator services to the wireless PCS customers of WirelessCo. Sprint Spectrum anticipates that it eventually will expand its service offerings to include calling card, prepaid calling card and toll free service products.

**ATTACHMENTS:**

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

**CERTIFICATE TRANSFER STATEMENT**

N/A

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.

**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 (and must accompany application).**
- ( X ) **Pursuant to Rule 25-24.490(2), F.A.C., the applicant concurrently is filing with the Commission a petition for waiver of the bond requirement. Should the Commission deny the applicant's petition, the applicant will file and maintain a surety bond in an amount equal to the current balance of deposits and advanced payments in excess of one month's estimated bias for intrastate toll service.**

**UTILITY OFFICIAL:**

*Joseph M. Gensheimer*  
Signature

*3/18/97*  
Date

Joseph M. Gensheimer

General Counsel and Secretary  
Title

(816) 559-2500  
Telephone No.

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

1) 2)

3) 4)

**N/A. Sprint Communication's POPs will be used.**

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

1) NORTEL DMS-MTX 1050 NW 167th Street Miami, Florida 33169	2) NORTEL DMS-MTX 734 S. Military Trail Deerfield Beach, Florida 33442
---	--

3) 4)

Both switches are owned by Sprint Spectrum.

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

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

2)

**N/A. Sprint Communication's transmission facilities will be used.**

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).

**Sprint Spectrum will be a provider of long distance services to the wireless PCS customers of WirelessCo, L.P. in all exchanges encompassed by the Miami-Fort Lauderdale and New Orleans-Baton Rouge MTAs. Service availability will be dependant upon the availability of WirelessCo's PCS offerings.**

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

Sprint Spectrum will rely on its underlying carrier, Sprint Communications, to ensure compliance with the traffic restrictions contained in Commission Rule 25-24.471(4)(a).

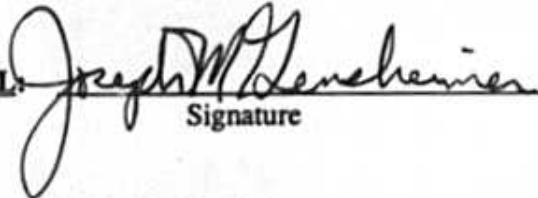
6. **CURRENT FLORIDA STATE SERVICE:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida.

If the answer is yes, 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:

  
Signature

3/14/97  
Date

Joseph M. Gensheimer

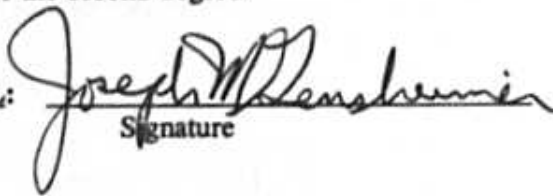
General Counsel and Secretary  
Title

(816) 559-2500  
Telephone No.

**\*\* 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 AAV 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.

**UTILITY OFFICIAL:**

  
Signature

3/14/97  
Date

Joseph M. Gensheimer

General Counsel and Secretary  
Title

(816) 559-2500  
Telephone No.

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



\*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

DAYTONA BEACH: New Smyrna Beach.

TAMPA: CentralNone  
EastPlant City  
NorthZephyrhills  
SouthPalmetto  
WestClearwater

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.

\*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
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 950-10XX.

**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.

FORM PSC/CMU 31 (11/91)

**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 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.

*Exhibit A*





FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

August 1, 1996

CLINT FUHRMAN  
CSC NETWORKS  
TALLAHASSEE, FL

The Affidavit and Application of Limited Partnership for SPRINT SPECTRUM L.P., a Delaware limited partnership, were filed on August 1, 1996 and assigned document number B9600000298. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

This partnership's certificate of authority will expire on January 1, 1997. To renew the partnership's certificate of authority, the limited partnership must file with the Department of State, on or before December 31, 1996, a limited partnership annual report form.

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

Should you have any questions concerning this matter, please telephone (904) 487-6051, the Registration and Qualification Section.

Buck Kohr  
Corporate Specialist  
Division of Corporations

Letter Number: 096A00036897

Account number: 072100000032

Account charged: 1837.50

# State of Florida



Department of State

I certify from the records of this office that SPRINT SPECTRUM L.P. is a Delaware limited partnership registered to transact business in the state of Florida on August 1, 1996.

The document number of this limited partnership is B96000000298.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of August, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Affidavit and Application of Limited Partnership of SPRINT SPECTRUM L.P., a Delaware limited partnership, authorized to transact business within the state of Florida on August 1, 1996, as shown by the records of this office.

The document number of this limited partnership is B96000000298.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
First day of August, 1996



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

Sandra B. Mortham, Secretary of State

**APPLICATION BY FOREIGN LIMITED PARTNERSHIP FOR AUTHORIZATION  
TO TRANACT BUSINESS IN FLORIDA**

1. Sprint Spectrum L.P.

(Name of limited partnership as it is in the home state;

2. ~~Sprint Spectrum Limited Partnership~~

(If name is unavailable, name under which the limited partnership proposes to register or transact business in Florida; must contain the word "LIMITED" or "LTD.")

3. Delaware

(State of Formation)

4. 3/29/95

(Date of Formation)

5. Corporation Service Company

(Name of Registered Agent for Service of Process)

6. 1201 Hays Street

(Street Address of Registered Office)

Tallahassee

(City)

, Florida

32301

(Zip Code)

7. Acceptance by the Registered Agent for Service of Process.

*Kim A. ... Asst. Secretary*  
(Agent must sign on this line)

8. 1209 Orange Street, Wilmington, Delaware 19801

(Address of registered office required in state of formation or, if not required, address of principal office.)

9. NAMES OF GENERAL PARTNERS

SPECIFIC ADDRESS

Sprint Spectrum Holding Company, L.P.

4717 Grand Ave., Fifth Floor

Kansas City, Missouri 64112

10. 4717 Grand, Fifth Floor, Kansas City, Missouri 64112

(Office where Names, Addresses and Contributions of Limited Partners are kept.)

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 AUG - 1 PM 1:32

11. The limited partnership will undertake to keep the records listing the addresses and capital contributions of the limited partner or limited partners until the limited partnership's registration in Florida is cancelled or withdrawn.

12. 4717 Grand Ave., Fifth Floor, Kansas City, MO 64112  
(Mailing Address of Limited Partnership)

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 AUG - 1 PM 1:32

This 31st day of May, 1996.  
Sprint Spectrum Holding Company, L.P.  
By: Charles Wunsch  
General Partner  
Charles Wunsch

STATE OF  
COUNTY OF

THE FOREGOING instrument was acknowledged and sworn to before me this 31<sup>st</sup> day  
of May, 1996, by Charles Wunsch for  
Sprint Spectrum Holding Company, L.P. of  
(Name of General Partner)  
Sprint Spectrum L.P., a Delaware  
(Name of Limited Partnership)

Limited Partnership, on behalf of \_\_\_\_\_  
(State or Country)  
Limited Partnership.

Allyson Peters  
Notary Public

State of Missouri at Large

(SEAL) My Commission Expires: \_\_\_\_\_

ALLYSON S. PETERS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: 5/14/97

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS**

BEFORE ME the undersigned personally appeared Charles Wunsch for Sprint Spectrum Holding Company, L.P., a general partner of Sprint Spectrum L.P., a (an) Delaware limited partnership, hereinafter referred to as the "Partnership", who certifies as follows:

- 1. The amount of capital contributions of the limited partners is \$ 24,000,000.00
- 2. The anticipated amount of the capital contributions of the limited partners that are allocated for the purposes of transacting business in Florida is \$ 722,000.00

This 31st day of May, 1996.

**FURTHER AFFIANT SAYETH NOT.**

Under penalties of perjury I declare that I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Sprint Spectrum Holding Company, L.P.

By: Charles Wunsch  
General Partner

State of Missouri Charles Wunsch  
County of Jackson  
Date 5/31/96

BEFORE ME, the undersigned officer, a Notary Public authorized to administer oaths and to take acknowledgments in and for the State and County set forth above, personally appeared Charles Wunsch for Sprint Spectrum Holding Company, L.P. (General Partner), known to me and known by me to be the person who executed the foregoing Affidavit of Capital Contributions, and he acknowledged to me and before me that he executed this Affidavit as General Partner of said partnership.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 31st day of May, 1996.

Allyson Peters  
Notary Public

Seal ALLYSON S. PETERS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
State of Missouri  
My Commission Expires: 5/14/97

at Large

My commission expires: \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 AUG - 1 PM 3:32

*Exhibit B*

**SPRINT SPECTRUM L.P.**

**4900 Main Street, Twelfth Floor  
Kansas City, MO 64112**

**RESOLD LONG DISTANCE SERVICES TARIFF**

Rules and regulations applicable for furnishing of Resold Long Distance Services by Sprint Spectrum L.P. between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This tariff is on file with the Florida Public Service Commission and may be inspected during regular business hours. Copies also may be inspected during regular business hours at Sprint Spectrum L.P.'s principal place of business, 4900 Main Street, Twelfth Floor, Kansas City, Missouri 64112.

---

**Issued:**

**Effective:**

**Issued By:**

**Andrew W. Buffmire  
Sprint Spectrum L.P.  
4900 Main Street, Twelfth Floor  
Kansas City, MO 64112**



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**CHECK SHEET**

Pages 1-34 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Pension</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original		
6	Original		
7	Original		
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4900 Main Street, Twelfth Floor  
Kansas City, MO 64112

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**SYMBOLS**

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

- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material related without change in text or rate
- (N) To signify new material
- (R) To signify reduction
- (T) To signify a change in text, but no change in rate or regulation

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Kansas City, MO 64112

---

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets occasionally are 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.
- 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 on the check sheet by an asterisk(\*). There will be no other symbols used on the check sheet 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 page is the most current on file with the FPSC.

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Kansas City, MO 64112

---

**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS**

**Access Number** - A numerical code or telephone number, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service User so it may rate and bill the call. All Access Numbers shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Access Number.

**Authorized User** - Any person, firm, corporation or other entity accessing or utilizing the services furnished by the Company to the Customer.

**Billed Party** - The person or entity responsible for payment of the Company's service. The Billed Party is the Customer associated with the Access Number used to place the call, with the following exceptions:

- (a) in the case of a calling card or credit card call, the Billed Party is the holder of the calling card or credit card used by the User; and
- (b) in the case of a collect or third party call, the Billed Party is the person responsible for the local or wireless telephone service at the telephone number that agrees to accept charges for the call.

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Kansas City, MO 64112**

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**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

Commission - Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Sprint Spectrum L.P.

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the call is originated.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the call is originated.

FPSC - Florida Public Service Commission.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Night/Weekend ("N/Wkd") - The period of time from 11:00 p.m. to (but not including) 8:00 a.m., Monday through Friday, any time on Saturday and all day Sunday, except 5:00 p.m. to (but not including) 11:00 p.m., as measured by local time at the location from which the call is originated.

Prepaid Calling Card - A calling card or other tangible item which (i) contains an Access Number or an access code, (ii) is supplied by the Company or its agent, and (iii) permits a User to use the Company's services up to an amount prepaid to the Company. Calls charged to a prepaid calling card will be debited against the amount the User has prepaid.

User - Customer or any Authorized User.

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**SECTION 2. RULES AND REGULATIONS**

**2.1 Application of Tariff**

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate long distance services provided by the Company. The Company's services are furnished subject to the availability of facilities and the terms and conditions of this tariff.
- 2.1.2 The Company's services will be offered as part of a joint undertaking with WirelessCo, L.P. ("WirelessCo"), an affiliate of the Company licensed by the Federal Communications Commission to provide personal communications services ("PCS") within Florida. The Company will provide intrastate long distance service to WirelessCo's PCS customers through the resale of services of other certificated Common Carriers. Together, the services of WirelessCo and the Company will be marketed under the brand name Sprint PCS.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

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---

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Use and Availability of Service**

- 2.2.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The Company reserves the right to refuse service to individuals under the age of 18 and may require proof of age prior to initiating service.
- 2.2.6 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.7 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.8 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.9 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
- 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

- 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company;
- 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's premises or personal property resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

2.3.4.K Any representations made by a Company employee that do not comport, or that are inconsistent, with the provisions of this tariff.

2.3.4.L Any act or omission in connection with the provision of 911, E911, or similar services;

2.3.4.M Any noncompleted calls due to network busy conditions; and

2.3.4.N Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

---

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.3 Limitation of Liability (Cont'd)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

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Issued By:

Andrew W. Buffmire  
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Kansas City, MO 64112

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided to the Customer or made available by the Customer to another User. The Customer is also responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Responsibilities of the Customer (Cont'd)**

- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service**

**2.5.1 General**

2.5.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.5.2 Limitations on Allowances**

2.5.2.A No credit allowance will be made for any interruption of service:

2.5.2.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other Common Carriers connected to the service of the Company;

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Effective:

Issued By:

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Sprint Spectrum L.P.  
4900 Main Street, Twelfth Floor  
Kansas City, MO 64112

---

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.2 Limitations on Allowances (Cont'd)**

- 2.5.2.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.2.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.2.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.2.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.2.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.2.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.2.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

---

**Issued:**

**Effective:**

**Issued By:**

**Andrew W. Buffmire  
Sprint Spectrum L.P.  
4900 Main Street, Twelfth Floor  
Kansas City, MO 64112**



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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.5 Allowances for Interruptions in Service (Cont'd)**

**2.5.3 Application of Credits for Interrupted Services**

- 2.5.3.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount determined by the Company on a case-by-case basis.
- 2.5.3.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.3.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.3.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.
- 2.5.3.E A credit allowance will not be given for interruptions caused by the negligence or willful act of the User or interruptions caused by failure of equipment or service not provided by the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.6 Payment of Charges**

- 2.6.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.6.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.6.3 The Company reserves the right to assess a fee for any check or other negotiable instrument returned to the Company for any reason.
- 2.6.4 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.6.5 Customers must notify the Company in writing of any disputed charges within fifteen (15) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer does not have to pay disputed charges while the Company conducts its investigation into the matter.

**2.7 Call Blocking**

- 2.7.1 Notwithstanding any other provisions of this tariff, the Company may block calls which (i) are made to certain cities or central offices ("NXX") exchanges, or (ii) make use of certain Access Numbers, as the Company, in its sole opinion and discretion, deems reasonably necessary to prevent unlawful or fraudulent use of services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Deposits**

- 2.8.1 Prior to establishing and maintaining service, the Company may require a deposit or other guaranty, in an amount determined by the Company, to secure payment of bills. Service may be refused or discontinued for failure to pay the requested deposit. Interest, when payable under state law or Commission rules, will be paid either by refund or credit to the Customer's account, except that no refund or credit will be made if the Customer's bill is delinquent.
- 2.8.2 The deposit may be waived upon a Customer's showing satisfactory credit or payment history, any deposit required will be returned or credited to the Customer's account after twelve (12) months if the Customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, a deposit may then be required.
- 2.8.3 The Company may require a deposit in addition to the initial deposit if the Customer's classification of service changes or there is a change in the estimated monthly charges based on actual usage. Upon termination of service, the deposit, including principal amounts and any interest earned, will be credited to the Customer's final bill with any remainder refunded to the Customer.
- 2.8.4 Any excess from the deposit shall be returned to the Customer's last known address within 75 days after termination or default. If the U.S. Postal Service is unable to deliver the money and returns it to the Company, the Company shall hold the money for one year from the date it is returned and may charge a monthly account service fee. Any portion of the deposit left after one year shall be considered forfeited by the Customer.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Deposits (Cont'd)**

2.8.5 A Customer's deposit for services under this tariff will be in an amount not to exceed two-twelfths (2/12) of the estimated annual bill of such Customer.

2.8.6 The payment of a deposit or provision of security neither relieves the Customer from complying with Company regulations or the prompt payment of bills nor constitutes a waiver or modification of the regulations of the Company providing the discontinuance of service for nonpayment of any sums due to the Company for service rendered.

**2.9 Prepayment**

2.9.1 The Company, at its discretion, may require prepayment prior to its provision of service. Charges incurred by the Customer for service will be deducted from the amount of the prepayment on an ongoing basis as they are incurred.

2.9.2 Service may be suspended when a Customer's prepaid amount is reduced to zero. Service will resume only after prepayment of an additional amount determined by the Company.

2.9.3 Upon termination of service, by either the Customer or the Company, any excess prepayment will be credited or refunded to the Customer. If charges for service exceed the remaining prepayment, the Customer remains responsible for such charges and the Company may collect the amount of any underpayment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.10 Contested Charges**

2.10.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than fifteen (15) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action no more than fifteen (15) days after the billing date:

2.10.1.A First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.1.B Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

2.10.2 Billing inquiries may be directed to the Company at its toll free number:  
(888) 211-4727.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.11 Billing Entity Conditions**

2.11.1 When billing functions on behalf of the Company are performed by the local exchange telephone company, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

**2.12 Taxes**

2.12.1 All federal excise taxes, and state and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates.

**2.13 Promotions**

2.13.1 Upon thirty (30) days prior written notice to the Commission, the Company may from time to time offer services or waive or vary service rates for promotional, market research or other similar business purposes. The varying rates will not exceed those in this tariff for the same services. These promotions will be approved by the Commission with specific starting dates and ending dates and under no circumstances run for longer than ninety (90) days in any twelve (12) month period as required by Rule Number 25-24.485(1)(i).

**2.14 Uncompleted Calls/Wrong Number**

2.14.1 The Company will not knowingly charge for uncompleted calls or wrong numbers. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any call for which the duration exceeds one (1) minute shall be presumed to have been answered.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.15 Operator Services**

2.15.1 Operator services are available exclusively to Customers of the Company.

**2.16 Termination of Service**

2.16.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service at any time, with or without cause, consistent with applicable state regulations.

2.16.2 In lieu of termination for non-payment or tariff violations, the Company, in its sole discretion, may require that alternative payment arrangements are agreed to prior to completing additional toll calls.

2.16.3 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys fees and costs) incurred by the Company in collecting such charges.

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**SECTION 3. DESCRIPTION OF SERVICE**

The regulations set forth in this section explain how to apply the rate table associated with the various services offerings described in Section 4.

**3.1 Timing of Calls**

3.1.1 Billing for calls placed over the Company's underlying carrier's network is based on the duration of the call. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answers, including answer supervision hardware by which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing ends when either party hangs up.

**3.2 Computation of Charges**

3.2.1 As set forth in Section 4, calls will be billed in increments of either: (i) an initial eighteen (18) second period and additional six (6) second periods; (ii) an initial thirty (30) second period and additional six (6) second periods; (iii) an initial one (1) minute period and additional thirty (30) second periods; or (iv) an initial one (1) minute period and additional one (1) minute periods.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance**

- 3.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating point 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 and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

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

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.4 Service Offerings**

**3.4.1 1+ Long Distance**

**3.4.1.A Description of Service**

1+ Long Distance Service is long distance message telephone service provided between points located within the State.

**3.4.1.B Billing Increments**

1+ Long Distance calls are billed in initial one (1) minute increments and additional periods of one (1) minute. All 1+ Long Distance calls are rounded up to the next full minute.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.4 Service Offerings (Cont'd)**

**3.4.2 Operator Services**

**3.4.2.A Description of Service**

Use of the Company's operator services allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charges will be assessed to the calling party, called party, third party, calling card or credit card based on call type and the appropriate acknowledgement of other parties, where applicable.

**3.4.2.B Billing Increments**

Operator services are available on a per call service charge basis. In addition to the per call service charge, a flat per minute long distance usage rate applies.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.4 Service Offerings (Cont'd)**

**3.4.3 Toll Free Service**

[RESERVED FOR FUTURE USE]

**3.4.4 Post-Paid Calling Card Service**

[RESERVED FOR FUTURE USE]

**3.4.5 Prepaid Calling Card Services**

[RESERVED FOR FUTURE USE]

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**SECTION 4. RATES**

**4.1 1+ Long Distance**

**4.1.1 Rates**

1+ Long Distance Customers may select one of the following rate options:

**PLAN A**

<u>Rate</u>	<u>Effective Time of Day</u>
-------------	------------------------------

\$0.15 per minute	Anytime
-------------------	---------

**PLAN B**

<u>Rates</u>	<u>Effective Time of Day</u>
--------------	------------------------------

\$0.25 per minute	7 a.m. - 7 p.m.
-------------------	-----------------

\$0.10 per minute	7:01 p.m. - 6:59 a.m.
-------------------	-----------------------

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**SECTION 4. RATES (Cont'd)**

**4.2 Operator Services**

**4.2.1 Rates**

In addition to the following per call charges, a long distance usage charge of \$0.25 per minute applies to all operator service calls.

0- station to station	\$ 2.30
0- person to person	\$ 4.90
0- busy line verify	\$ 6.50
0- emergency interrupt	\$13.00
0- emergency	\$ 0.00

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SECTION 4. RATES (Cont'd)

4.3 Toll Free Service

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**SECTION 4. RATES (Cont'd)**

**4.4 Post-Paid Calling Card Service**

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**SECTION 4. RATES (Cont'd)**

**4.5 Prepaid Calling Card Service**

**[RESERVED FOR FUTURE USE]**

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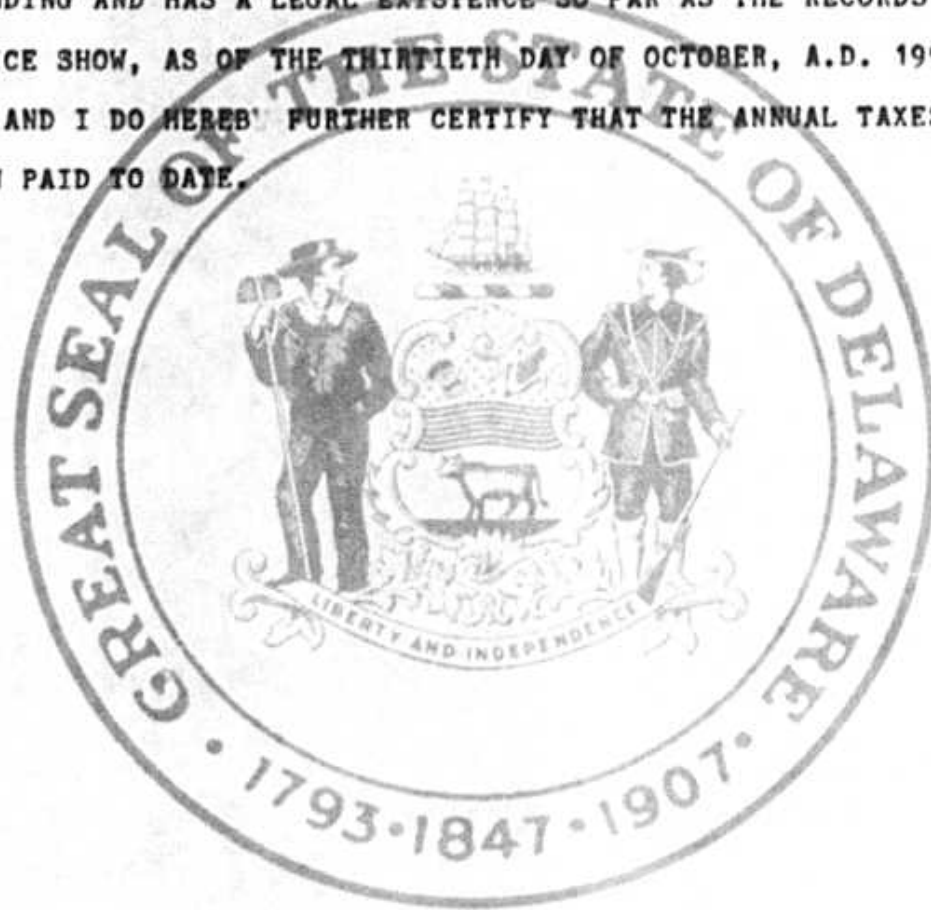
*Exhibit C*

State of Delaware

## Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SPRINT SPECTRUM L.P." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF OCTOBER, A.D. 1996.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2494229 8300

960316491

AUTHENTICATION: 8170874

DATE: 10-30-96