

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

971025-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 NUMBER-DATE

08101 AUG-86

FPSC-RECORDS/REPORTING

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

The service that OnePoint Communications-Georgia, LLC will provide in Florida does not fall within any of the categories described below. OnePoint Communications-Georgia, LLC will be a switchless reseller. It will have no switch or transmission facilities but may have a billing computer. It will resell IntraLATA and interLATA toll service to end users at or above the wholesale price, but generally below the rate end users would pay to purchase such service directly from the underlying carrier.

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:

OnePoint Communications-Georgia, LLC

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

OnePoint Communications

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

**OnePoint Communications-Georgia, LLC
2201 Waukegan Road
Suite E-200
Bannockburn, IL 60015
(847) 374-0185**

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

None at this time.

7. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other: Foreign Limited Liability Company

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: M9700000232.

OnePoint Communications-Georgia, LLC is a Delaware limited liability company, which is authorized by the Florida Secretary of State to transact business in Florida. Proof of its certification in Delaware 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
660 East Jefferson Street
Tallahassee, FL 32301
(850) 222-1092**

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

Fictitious name registration number:

OnePoint Communications-Georgia, LLC will file an application for registration of the fictitious name OnePoint Communications with the Florida Secretary of State within one week of the date that this application is filed with the Commission. A copy of the Company's Application for Fictitious Name Registration is enclosed as Exhibit "B." Once its fictitious name application is processed, the company will supplement its application with proof of registration.

(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;

**Randy Long
Director Of Regulatory Affairs
2201 Waukegan Road
Suite E-200
Bannockburn, IL 60015
Tel: (847) 374-0185
Fax: (847) 374-1070**

(c) Tariff;

Same as (b) above.

(d) Complaints/Inquiries from customers;

The Company maintains a Customer Service Department in Maryland exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from their checking or savings account, the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is (888) 663-7646. Excluding holidays, Customer Service Representatives are available 9:00 AM to 7:00 PM eastern time Monday through Friday, 10:00 AM to 3:00 PM eastern on Saturday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 663-7646. After hours, trouble

management teams will be page 1 by the answering service for immediate response to reports of trouble and repair needed.

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.

OnePoint Communications-Georgia, LLC has applied to provide interexchange service in Georgia and North Carolina.

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

None.

(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:

Facilities.

Operators.

Billing and Collection.

Sales.

Maintenance.

Other:

Not applicable.

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

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

None of the above. OnePoint Communications-Georgia, LLC's sales employees are salaried.

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

Not applicable.

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:(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?

OnePoint Communications-Georgia, LLC will not have a Billing and Collection contract with the underlying LEC or IXC. All bills will be prepared and developed at the direction of OnePoint Communications-Georgia, LLC and will reflect the Company's fictitious name on bill envelopes and bill contents.

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

OnePoint Communications-Georgia, LLC
2201 Waukegan Road
Suite E-200
Bannockburn, IL 60015

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.

OnePoint Communications-Georgia, LLC is qualified financially to provide high quality local exchange service in Florida. OnePoint Communications-Georgia, LLC is a start up company. Thus, historical financial information for OnePoint Communications-Georgia, LLC is limited. Composite Exhibit "C" to this application is being filed contemporaneously with the application under cover of a Notice of Intent to Request Confidential Classification. Composite Exhibit "C" contains unaudited proforma documents for OnePoint Communications-Georgia, LLC labeled Income Statement, Balance Sheet, and Statement of Cash Flows. Composite Exhibit "D" to this application are affidavits of the President and Treasurer of the Company attesting to the accuracy of the proforma documents.

OnePoint Communications-Georgia, LLC is a wholly owned subsidiary of OnePoint Communications, LLC and is relying on the financial strength and support its parent company in beginning operations in Florida. Enclosed as Exhibit "E" is an affidavit of the Chairman of OnePoint Communications, LLC confirming that it will commit and provide adequate capital for OnePoint Communications-Georgia, LLC's operations. Contemporaneously with filing this application and under cover of a Notice of Intent to Request Confidential Classification, OnePoint Communications-Georgia, LLC is separately filing Composite Exhibit "F" to this application which contains a Profit & Loss Statement and Balance Sheet of the parent company.

B. Managerial capability.

OnePoint Communications-Georgia, LLC's interexchange telecommunications operations 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 Exhibit "G."

C. Technical capability.

OnePoint Communications-Georgia, LLC is technically qualified to provide interexchange telecommunications service in Florida. OnePoint Communications-Georgia, LLC will provide interexchange telecommunications service in Florida exclusively as a switchless reseller. Thus, the company will not own, operate or control, directly or indirectly, transmission facilities in the state. Accordingly, OnePoint Communications-Georgia, LLC will have the technical capability of the underlying interexchange carrier. The company will only resell services of underlying interexchange carriers that have been authorized by the Florida Public Service Commission (the "Commission") to provide service in Florida. Thus, the technical ability of the underlying carrier has already been determined by the Commission.

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 "H."

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**
- OnePoint Communications-Georgia, LLC will not provide 900 service, however, 900 service may be resold by OnePoint Communications-Georgia, LLC if offered by the underlying interexchange carrier.
- 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

OnePoint Communications-Georgia, LLC will resell operator services.

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

The end user will dial exactly what they would be required by the underlying interexchange carrier to dial.

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:

D. Randy Long
Signature

August 6, 1997
Date

Director - Regulatory Affairs
Title

847-374-0185
Telephone No.

**** 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-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Telephone No.

Title

**** 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:

D. Randy Long
Signature

August 6, 1997
Date

Director - Regulatory
Affairs
Title

847-374-0185
Telephone No.

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicated if owned or leased.
 - 1) Not applicable. 2)
 - 3) 4)
2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.
 - 1) Not applicable. 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.

POP-to-POP TYPE OWNERSHIP

- 1) Not applicable.
 - 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).

OnePoint Communications-Georgia, LLC will initially provide originating service in territories served by BellSouth Telecommunications, Inc. The company will advise Commission staff prior to providing originating service in other territories as its service expands.

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).

Not applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) 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:

D. Randy Long
Signature

August 6, 1997
Date

Director - Regulatory
Affairs
Title

847-374-0185
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).

OnePoint Communications-Georgia, LLC will initially provide originating service in territories served by BellSouth Telecommunications, Inc. The company will advise Commission staff prior to providing originating service in other territories as its service expands.

**** 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.

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.
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 1OXXX 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 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.

TAL-113002.1

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by ONEPOINT COMMUNICATIONS - GEORGIA, LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on April 29, 1997, as shown by the records of this office.

The document number of this limited liability company is M97000000232.

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



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "ONEPOINT COMMUNICATIONS-GEORGIA, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 1997, AT 2:30 O'CLOCK P.M.



2721954 8100
971235937

Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION

8568625
07-22-97

**CERTIFICATE OF FORMATION
OF
ONEPOINT COMMUNICATIONS-GEORGIA, LLC**

The undersigned, acting as an authorized signatory pursuant to Section 18-204 of the Delaware Limited Liability Company Act, certifies that:

1. The name of the limited liability company is "OnePoint Communications-Georgia, LLC" (the "Company").
2. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Delaware Limited Liability Company Act of the State of Delaware (the "Delaware Act").
3. The address of the Company's registered office in the State of Delaware is 15 North Street, Kent County, in the City of Dover. The name of the Company's registered agent at such address is Nationwide Information Services, Inc.
4. The duration of the Company shall be perpetual.
5. In furtherance and not in limitation of the powers conferred by statute, the Company shall be governed by a limited liability company agreement.
6. The Company shall to the fullest extent permitted by Section 18-108 of the Delaware Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under Section 18-108 from and against any and all matters, and the indemnification provided for herein shall not be deemed exclusive of any other right to which any person may be entitled under the limited liability company agreement, or otherwise, as permitted under Section 18-108, as to action in any capacity in which such person served at the request of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of OnePoint Communications-Georgia, LLC this 25th day of February 1997.

ONEPOINT COMMUNICATIONS-GEORGIA, LLC

By: *Vivian S. Ebdoy*
Name: Vivian S. Ebdoy
Title: Authorized Signatory

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Section 1

1. OnePoint Communications
Fictitious Name to be Registered

2. 2201 Waukegan Road, Suite F-200
Mailing Address of Business
Bannockburn, Illinois 60015
City State Zip Code

3. Florida County of principal place of business: Multiple

4. FEI Number: 36-4141380

This space for office use only

Section 2

A. Owner(s) of Fictitious Name if Individual(s): (Use an attachment if necessary):

1. Last First MI Address City State Zip Code SS#

2. Last First MI Address City State Zip Code SS#

B. Owner(s) of Fictitious Name if other than an individual: (Use attachment if necessary):

1. OnePoint Communications, Georgia, LLC
Entity Name
2201 Waukegan Road, Suite F-200
Address
Bannockburn, Illinois 60015
City State Zip Code
Florida Registration Number M97000000232
FEI Number: 36-4141380
 Applied for Not Applicable

2. Entity Name Address City State Zip Code Florida Registration Number FEI Number:
 Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

William F. Wallace
Signature of Owner Date Phone Number: (847) 374-0185

Signature of Owner Date Phone Number:

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned
registration number _____

Signature of Owner Date Signature of Owner Date

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30
FILING FEE: \$60
Note: Acknowledgements/certificates will be sent to the address in Section 1 only. CR48-001 (5/96)

COMPOSITE EXHIBIT C

FILED UNDER SEAL

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE)

ss:

The undersigned, being duly sworn, hereby affirms on behalf of OnePoint Communications-Georgia, LLC, a Delaware limited liability company("OnePoint"), to the accuracy of the unaudited, Income Statement, Balance Sheet and Statement of Cash Flows pro forma documents attached to this application. These documents were prepared under my direction by the Treasurer of OnePoint. The pro forma documents are confidential and as such have been filed under seal. I declare that the information contained in the pro forma documents is true and correct to the best of my knowledge and belief.

I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

By:

William F. Wallace
William Wallace

Title:

President

Telephone Number:

847-374-0185

Address:

2201 Waukegan Road
Suite E-200
Bannockburn, IL 60015

Subscriber and sworn to before me this 6th day of August, 1997

Patricia L. Flaa
NOTARY



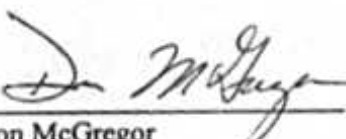
AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE)

ss:

The undersigned, being duly sworn, hereby affirms on behalf of OnePoint Communications-Georgia, LLC, a Delaware limited liability company ("OnePoint"), to the accuracy of the unaudited, Income Statement, Balance Sheet and Statement of Cash Flows pro forma documents attached to this application. These documents are confidential and as such have been filed under seal. I prepared and/or supervised the preparation of these documents and declare that the information contained in the pro forma documents is true and correct to the best of my knowledge and belief.

I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

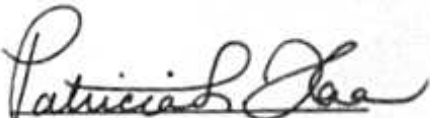
By: 
Don McGregor

Title: Treasurer

Telephone Number: 847-374-0185

Address: 2201 Waukegan Road
Suite E-200
Bannockburn, IL. 60015

Subscriber and sworn to before me this 6th day of August, 1997


NOTARY



AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF LAKE) ss:

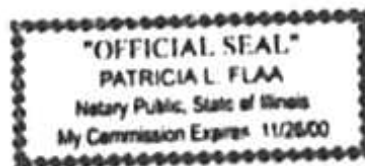
The undersigned, being duly sworn, hereby affirms on behalf of OnePoint Communications, LLC, a Delaware limited liability company ("OnePoint"), and in favor of the State of Florida that OnePoint intends to make available to OnePoint Communications-Georgia, LLC, a Delaware limited liability company ("OnePoint-Georgia"), adequate capitalization to enable OnePoint-Georgia to fully and effectively carry on its business in the State of Florida.

ONEPOINT COMMUNICATIONS, LLC

By: *James A. Otterbeck*
James A. Otterbeck, Chairman

Subscribed and sworn to before me this 4th day of August, 1997.

Patricia L. Flaa
NOTARY



COMPOSITE EXHIBIT F

FILED UNDER SEAL

**OnePoint Communications-Georgia, L.L.C.
Management Team**

James A. Otterbeck, *Chief Executive Officer*

Mr. Otterbeck founded OnePoint Communications in 1995, seeking to provide bundled telecommunications and entertainment services to residential apartment dwellers. With the advent of telecommunications reform and local competition, Jim leads OnePoint Communications into competitive exchange services as part of a better competitive bundle for customers. Prior to launching OnePoint Communications, Mr. Otterbeck co-founded and managed the global communications practice for a major management consulting firm. He was directly responsible for generating and managing growth of over 100% per year for four consecutive years. During his tenure, Mr. Otterbeck assisted the senior management of communications companies such as British Telecom, South Africa Telecom, Southwestern Bell, Bell Atlantic and others in the United States, Europe and Africa with strategic and operational issues. Additionally, he has provided strategic input and due diligence on several major acquisitions and joint ventures within the communications industry. Prior to these roles, Mr. Otterbeck worked for AT&T Bell Laboratories in product design and management. Mr. Otterbeck also brings experience from IBM, where he worked in sales and marketing. In addition to chairing the Board of Directors for OnePoint Communications, Mr. Otterbeck is also the Chairman of the Board for ComPlus, L.L.C., and sits on the board of Visual Properties, L.L.C. He received his BBA in Decision Sciences from the University of Iowa and his MBA from Kellogg Graduate School of Management at Northwestern University.

William Wallace, *President*

Mr. Wallace comes to OnePoint Communications from the Chief Operating Officer role of the global communications practice for Gemini Consulting - a global management consulting firm. Mr. Wallace was responsible for the day-to-day operations of the \$500 million revenue business unit. Bill has significant experience in telecommunications. He has analyzed divestiture and deregulation within the U.S. telecommunications industry for the Ministry of the Federal Republic of Germany; developed operations strategy for a U.S. telecommunications company that led to improved customer services and annual cost savings of over \$8 million; and assisted in preparing a five-year business plan for a major telecommunications company. Mr. Wallace's experience outside telecommunications include consulting to the City of St. Petersburg, Florida for a \$60 million budget analysis, city-county tax differentials, voting patterns, and implementation of city ordinances. Bill has also worked in marketing, planning, and budgeting for companies in the financial services and building products industries for Harcomm Associates. He received his BA in Government at Harvard College with a secondary concentration in Economics and his MBA at Harvard Graduate School of Business.

Thomas W. De Crosta, *Executive Vice President - Field Operations*

Mr. De Crosta joined OnePoint Communications with over seventeen years of integrated telecommunications services experience. For over eight years, Mr. De Crosta worked for MFS Communications Company in a variety of senior management field assignments. In his most recent position as Vice President/ General Manager, MFS-Intelenet, Tom was responsible for all sales, marketing and support activities within the Mid-Atlantic region. Mr. De Crosta also served as Vice President - National Accounts and Eastern Regional Director for the MFS-Telecom group. Tom has proven success building start-up organizations and generating significant market revenue growth within his business units. Prior to MFS, Tom held a variety of sales, marketing and technical positions at MCI, Southern New England Telephone (SNET) and Bell of Pennsylvania. He received his BS in Psychology from the University of Pittsburgh and his MBA from Lehigh University.

Trezevant Moore – Vice President – Field Operations

Mr. Moore joined OnePoint Communications with over 15 years of telecommunications experience. In his most recent position he was Vice President and General Manager for MFS Communications. At MFS, Trez was responsible for all sales, marketing and operations for the Southeast Region. Prior to MFS, he was Vice President for WorldCom and Metromedia, where he was in charge of all alternate sales channels including the agent and affinity programs. He has a proven track record in building start up organizations and generating revenue growth. Trez has also been a Vice President with TelecomUSA and MCI. Trez is a native of Atlanta, Georgia and attended the University of Georgia and Georgia Institute of Technology. Prior to telecommunications he was with the Atlanta Journal and Constitution newspaper and Citizen and Southern National Bank for a number of years. Trez has been listed in the Who's Who of the Telecommunications professionals.

Laurel A. Dent, Vice President, Marketing and Sales

Ms. Dent comes to OnePoint Communications with ten years experience in a variety of sales and marketing positions in telecommunications and other service firms. Prior to joining OnePoint Communications, Ms. Dent worked for a European PTT identifying and implementing revenue growth opportunities. She identified a new customer market worth \$1.5 billion and implemented targeting approaches to attract these customers. By developing new selling techniques, Ms. Dent also improved revenues in both direct and telemarketing channels for business and residential customers. Prior to her tenure in Europe, Laurel designed new business customer service centers to improve customer revenues and operating efficiencies for BCTel - a Canadian provincial carrier. Prior to working in the communications industry, she worked for the Marriott Corporation in sales and marketing, responsible for developing, launching, and marketing a new chain of motels. Laurel sits on the Board of Hotelevision, L.L.C. Ms. Dent received her BA in Economics from Pomona College and her MBA from the Kellogg Graduate School of Management at Northwestern University.

Chantal Moore, Vice President, Network Planning

Ms. Moore joined OnePoint Communications from the VenCom Group, where she supported the assessment of telecommunications and high technology opportunities. Ms. Moore brings to OnePoint Communications a combination of experience in customer analysis, the communications technology and operational implementation. Ms. Moore worked for British Telecom in defining and implementing their new intelligent network to deliver services based on detailed analyses of the needs and requirements of different customer sets. She formerly worked in robotics research for NASA, the US Navy, and the Getty group. Specifically, Chantal designed and built mobile robot units and optimal path planning algorithms for hazardous environment operations, and is published in the IEEE. She also designed and developed an intelligent mobile caliper measurement system and computer interface for the Tussaud Group in London. Prior to this, Ms. Moore worked in designing industrial robotic systems for automation of commercial production lines. Ms. Moore received her B.S. in Aeronautical and Astronautical Engineering from the Massachusetts Institute of Technology, where she also obtained a M.S. degree in Mechanical Engineering.

Stephen V. Minshew – Vice President, Information Systems

Mr. Minshew joins OnePoint Communications from GE Capital ResCom where he was the Manager of Strategic Systems Implementations. Mr. Minshew was responsible for managing the development of a new MIS system and handled all buying decisions, contract negotiations and system development. He developed a new state-of-the-art telecommunications billing system, and numerous backend systems interfacing the order entry system with MCI, Ameritech, (EDI), PacBell, Bell Atlantic, and GE Exchange. Prior to his experience with GE Capital ResCom, Mr. Minshew founded and operated a consulting firm specializing in hardware and software development, communications, and network design. His proven success and engineering background in communications (telecom, satellite, radio and RF) including R&D, product design and development, prototyping and market testing, and manufacturing are tremendous assets for OnePoint Communications. Mr. Minshew received his BS, MS and Ph.D. in Electrical Engineering and his MBA from Southern Methodist University.

Don McGregor – Treasurer

Mr. McGregor comes to OnePoint Communications with 18 years of experience in the fields of finance, planning and accounting for a number of businesses. He is a licensed certified public accountant responsible for the accounting and finance functions for OnePoint Communications. Mr. McGregor has over 13 years of experience in the telecommunications business and served the past three years as Chief Financial Officer for a large regional franchised cable television concern with a market value of approximately \$650 million. Mr. McGregor also served three years as the financial director for an international company with over one billion dollars invested in telecommunications and cable television operations. Mr. McGregor has participated in the review and due diligence of several significant acquisitions and strategic alliances within the communications industry. Don has also held a number of planning and analysis positions for companies in the public accounting, retail, and directory advertising industries. He received his BS in Business Administration from the University of Missouri.

Joanne DiGuido – Secretary

Ms. DiGuido manages the support staff and the day-to-day operations of OnePoint Communications' headquarters in Bannockburn, Illinois. Prior to joining OnePoint Communications, Ms. DiGuido worked as an office manager for six years at a major international consulting firm where she managed a multi-million dollar budget, a 15,000 sqft. facility, and managed a support staff of fifteen for the Chicago office. Additionally, she worked for a small luxury hotel management firm in sales and marketing for fourteen privately-held hotel properties. Ms. DiGuido holds a BA in Business Administration, Merchandising, and French from Rosary College, River Forest, Illinois.

Randy Long – Director of Regulatory Affairs

Mr. Long is responsible for obtaining the required state and federal approval and certification that permits OnePoint Communications to provide its local and long distance telecommunications services. He is also responsible for the development and filing of tariffs that are regulated by the state regulatory commissions. Mr. Long joined OnePoint Communications with over twenty-three years of telecommunications experience. Prior to joining OnePoint Communications, Mr. Long worked for an international company in Mexico and provided consulting services for Telefonos de Mexico (Telmex). He developed regulatory policies and strategies associated with the interconnection of new competitive telecommunications entrants to the Telmex network. In addition, he developed and recommended resale strategies for local and long distance services and proposed regulations for the auction of wireless spectrum, PSC services and the relocation of existing microwave users. Mr. Long has also worked for a local exchange company and was responsible for all regulatory and legislative matters associated with managing intrastate switched access services that generated annual revenues exceeding \$750 million.

Rose Westfall - Director of Customer Service

Ms. Westfall manages customer service at OnePoint Communications. She has been managing the Customer Care Center for OnePoint Communications' cable television subsidiary for three years. She joined OnePoint Communications with over ten years of experience in the cable television industry with expertise in conversion to and maintenance of on-line informational databases, accounting programs, and end-user training. Expertise in these areas include entry and maintenance of records and information necessary for the operation of the Customer Service department as required by subscribers' needs, hiring and training of Customer Service Professionals, and mediation of conflicts between customers and the company to result in a win-win resolution; created and justified the operation budget, and management of the installation and training for the customer database computers. Ms. Westfall received her Bachelor of Arts from West Virginia Wesleyan College.

Robert Montgomery – Director of Carrier Services

Mr. Montgomery joins OnePoint Communications with eleven years of experience in telecommunications. He worked as Regional Operations Manager for GE Capital Rescom, with responsibility for developing and implementing competitive local operations in the Ameritech region. Robert also served as Regional Installations Manager, responsible for Private Branch Exchange installations on properties in the Eastern Region, and as Project Manager, developing early installation and training procedures. In addition to significant experience in telecommunications from his positions at Rescom, Mr. Montgomery brings his experience from Nortel. He was both Service Manager and Service Technician for several Nortel systems.

ONEPOINT COMMUNICATIONS-GEORGIA, LLC
REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bensenville, Illinois 60015

CHECK PAGE (continued)

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Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

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Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

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SYMBOLS

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

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.

C. **Paragraph Numbering Sequence** - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 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

D. **Check Pages** - When a Tariff filing is made with the FPSC, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page 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.

SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Account Code: An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account codes 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 Account code.

ALEC: ALEC stands for Alternative Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than the LEC.

ANI: Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by the Company so that the Customer cannot complete a telephone call.

Business Customer: A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

Class of Service: The type of calling associated with exchange service, such as measured or message rate or business or residential service.

Commission: Commission refers to the Florida Public Service Commission or any succeeding agency.

Company: Company refers to OnePoint Communications-Georgia, LLC.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Direct Dialed: A Direct Dialed call is a call where the caller places a long distance call outside the caller's local service area without operator assistance.

Directory Services: Directory Services are provided to help customers determine telephone numbers and to be reached by other customers.

DUC: DUC stands for Designated Underlying Carrier.

End User: End User is the person or legal entity that uses the service provided by the Company.

Equal Access: Equal Access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal Access provides the Company the ability to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Exchange Area: An exchange area is the entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

Exchange Services: Exchange services are lines and services that give Customers access to the telecommunications network.

F.C.C.: F.C.C. stands for Federal Communications Commission.

Issued: August 8, 1997

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

Effective:

SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Feature Group D: Feature Group D is a class of service associated with Equal Access arrangements.

F.P.S.C.: Refers to the Florida Public Service Commission.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

InterLATA: An InterLATA call is any call that originates and terminates in a different LATA.

International: For the purposes of this Tariff, International includes calls to/from Mexico and Canada and all other foreign locations/areas described in this and other Tariffs of the Company.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area that is a geographic boundary established by the Modification of Final Judgment.

LEC: LEC stands for Local Exchange Carrier, which shall mean Bell Atlantic - Virginia.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), aff'd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

Non-Recurring Charges: The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

NPA: Refers to the Numbering Plan Area and is commonly called an area code.

Operator Services: Operator services are operator provided services that help Customers to complete calls.

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Person-to-Person: A Person-to-Person call is any call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Person-to-Person calls are provided by an operator.

PIC: PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all the Customers to that carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers, it often is referred to as a PIC change.

POP: POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.

Promotions: Promotions are offerings of service that may include waivers or reductions in rates, that may be limited in term, dates, times and locations.

Presubscription: Presubscription is an arrangement whereby a Customer may select and designate an exchange carrier that it wishes to use for toll calling.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

Restriction Services: Restriction services allow Customers to customize the outbound calling capabilities of their lines.

Service: Any or all Services provided pursuant to this Tariff or other Tariffs of the Company.

Service Charges: Service charges are charges for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bensenville, Illinois 60015

SECTION 1 - DEFINITIONS, TECHNICAL TERMS AND ABBREVIATIONS

Special Charges: Special charges are administrative fees associated with payment.

State: State refers to the State of Florida.

Station-to-Station: For the purposes of this Tariff, Station-to-Station is any operator handled call that is not a Person-to-Person call.

Terminate: Terminate means to permanently disconnect service.

Underlying Carrier: Underlying Carrier refers to any carrier that provides local exchange services resold by the Company pursuant to this Tariff.

V&H: V&H stands for Vertical and Horizontal.

Issued: August 8, 1997

Effective:

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of OnePoint Communications-Georgia, LLC

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by OnePoint Communications-Georgia, LLC with principal offices located at 2201 Waukegan Road, Suite E-200, Bannockburn, Illinois 60015. Service is furnished for communications originating and terminating at points within the State of Florida under terms of this Tariff. The Company operates as a reseller and resells the services of LECs and DUCs. The coverage area is the entire State.

Issued: August 8, 1997

William Wallace, President
2201 Waukegan Road, Suite E-200
Bannockburn, Illinois 60015

Effective:

SECTION 2 - RULES AND REGULATIONS**2.2 Limitations on Service****2.2.1 Service Offerings**

All services are interexchange service offerings. All outbound services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access. Equal access dialing allows customers to make interexchange service calls on an intraLATA and interLATA basis.

2.2.2 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, ALEC(s) or LEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order.

2.2.3 Limited Communication

Shortage of facilities provided by the LEC caused by emergency conditions may result in limitation on the length of communication. The Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.2.4 Third Number Calls

A third number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations on Service (continued)****2.2.5 Fraudulent or Unlawful Use of Company Services**

In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer, but service may be Terminated or Blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.2.6 Liability of the Company for Damages

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

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SECTION 2 - RULES AND REGULATIONS**2.2 Limitations on Service (continued)****2.2.7 Discontinuance of Service for Cause**

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the Customer to make suitable deposit as required by this Tariff.
- (C) Impersonation of another with fraudulent intent in application for or use of service.
- (D) Non-payment of any sum due for exchange, long distance or other services.
- (E) Use of service in such a way as to impair or interfere with the service of other customers.
- (F) Abuse or fraudulent use of service including but not limited to (i) the use of service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (G) Illegal use of service or equipment including, but not limited to (i) use of the service with intent to frighten, abuse, torment or harass another; (ii) use of foul or profane language; (iii) use of illegal equipment, services, or devices to place calls.
- (H) Any other violation of the Company's regulations.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.8 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.9 With Respect to DUCs

The Company reserves the right to add, change or delete services and/or DUCs at any time.

2.2.10 Toll Free Number Assignment

The availability of 800/888 numbers and of any specifically requested 800/888 number from the Company is limited by the Company's ability to obtain 800/888 numbers from the DUC.

The Company will accept a Customer's or Applicant's request for a particular 800/888 telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the 800/888 number will be made prior to the initiation of Service to the Customer. Assignment of the 800/888 telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active 800/888 number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an 800/888 number to another person, the Company may refuse to establish or, upon written notice, discontinue service. If a Customer's 800/888 telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the 800/888 number, the Company, may upon written notice, discontinue Service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.11 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Sections 2.3 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 Fit for Purpose

With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.3 Company's Officers

Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held harmless by the Customer for:

(A) Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the ALEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.

(B) Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

(C) Any damages caused by the fault or negligence or willful misconduct of the Customer.

(D) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations (continued)

(E) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-recognition or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's 800/888 number by mistake.

(F) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(G) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 Liability for Damages

The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

2.3.6 Liability for Message Content

The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 With Respect to Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

2.3.8 Defacement of Premises

The Company or its agents or employees is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of the Company.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 Service Availability

The Company's services are available for use twenty-four hours per day, seven days per week.

2.4.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the ALEC(s), DUC(s), LEC or others and will be liable for reimbursing the Company or LEC, ALEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- (A) where the Company has stated a limitation of liability in Section 2.3 of this Tariff.
- (B) resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor.
- (C) for any personal injury to, or death of, any person or persons, 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 provision of service, whatever shall be the cause and whether negligent or otherwise.
- (D) for any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- (E) for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.
- (F) violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (G) violations by Customer of the right to privacy.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The Customer is responsible for payment for all long distance calls originated at the Customer's number(s), terminated on the Customer's 800/888 number, billed to the Customer's Account code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently or used without the Customer's knowledge in full or in part.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excises, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.15 of this Tariff for the Customer's obligations concerning taxes.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service

2.6.1 Application for Service

To obtain service, the Company may require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants who are known to have been previously terminated by Company this or by LEC or other ALECs within the last twelve (12) months and when the applicant cannot establish credit satisfactory to the Company as given in Section 2.6.2 of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization by the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.3 Customer Deposits

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to Section 2.6.2 of this tariff.

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the Initial Contract Period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period.

Service may be cancelled subsequent to the expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

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SECTION 2 - RULES AND REGULATIONS**2.6 Obtaining Service (continued)****2.6.5 Provision and Ownership of Equipment and Facilities**

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the LEC. Such equipment and facilities located on the premises of a Customer remain the property of the LEC, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the Network Interface. In cases where the equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Service (continued)

2.6.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this tariff.

2.6.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

SECTION 2 - RULES AND REGULATIONS

2.7 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering Bill

2.8.1 General

The Company uses cycle billing. The billing period is one month. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings accounts are available.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering Bill (continued)

2.8.3 Credit Card Billing

With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.8.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Dispute Procedures

2.9.1 Inquiries and disputes, including billing disputes, will be handled as follows:

(A) The Customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per Section 2.10 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending.

(B) The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.

(C) If the Company finds it's actions to be consistent with this Tariff, the Company will inform the Customer of it's no fault finding and require full payment of any outstanding balance due.

(D) If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Florida Public Service Commission for final determination.

SECTION 2 - RULES AND REGULATIONS**2.10 Customer Service**

The Company maintains a Customer Service Department in Maryland exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is (888) 663-7646. Excluding holidays, Customer Service Representatives are available 9:00 AM to 7:00 PM eastern time Monday through Friday, 10:00 AM to 3:00 PM eastern on Saturday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 663-7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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SECTION 2 - RULES AND REGULATIONS

2.11 Timing of Calls

2.11.1 Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible.

2.11.2 On station-to-station calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.11.3 On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.

2.11.4 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

SECTION 2 - RULES AND REGULATIONS

2.12 Rate Periods

2.12.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.12.2 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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SECTION 2 - RULES AND REGULATIONS

2.13 Determining Rate In Effect

2.13.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.13.2 Multiple Rate Periods

When a call spans multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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SECTION 2 - RULES AND REGULATIONS

2.13 Determining Rate In Effect (continued)

2.13.3 Holiday Rates

Holiday rates apply to the following services:

- None at this time

The term Holiday denotes all the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Memorial Day

The evening rate applies on a holiday unless a lower rate would normally apply.

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2.14 Rounding

For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in sixty (60) second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

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SECTION 2 - RULES AND REGULATIONS

2.15 Taxes and Surcharges

2.15.1 Federal, State and Local Taxes and Surcharges

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.15.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

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SECTION 2 - RULES AND REGULATIONS

2.16 Interruption of Service

2.16.1 Tests and Inspections

Without incurring liability, the Company may interrupt the provision of services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.16.2 With Regard to Unauthorized, Fraudulent, or Unlawful Use

To prevent possible unauthorized, fraudulent, or unlawful use of service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

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SECTION 2 - RULES AND REGULATIONS

2.17 Termination of Service By Company

The termination of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS**2.18 Terminal Equipment**

The Company's services may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.19 Credits

2.19.1 Allowances for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty four (24) hours following notification by the Customer.

Interruptions of more than twenty four (24) consecutive hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty four hours or fraction thereof of interruption.

2.19.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

SECTION 3 - DESCRIPTION OF SERVICES**3.1 Outbound Services****3.1.1 General**

All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to Equal Access. Interexchange calls originate and terminate in the State within and/or between LATAs.

3.1.2 Residential Basic Rate Service

Residential Basic Rate Service is an outbound only long distance rate plan available to Residential Customers using Switched Access to reach the long distance network of the DUC. All calls billed in sixty (60) second increments. Residential Basic Rate Service is available to new and existing Residential Customers that (1) use Switched Access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

3.1.3 Business Basic Rate Service

Business Basic Rate Service is an outbound only long distance rate plan available to Business Customers using Switched Access to reach the long distance network of the DUC. All calls billed in sixty (60) second increments. Business Basic Rate Service is available to new and existing Business Customers that (1) use Switched Access to reach the long distance network of the DUC; and (2) commit to a minimum service period of one month. Basic rates are available on direct dialed calls only.

SECTION 3 - DESCRIPTION OF SERVICES**3.2 Inbound Services****3.2.1 General**

Inbound calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city to the Customer's location only. Inbound Toll Free permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's location.

3.2.2 Residential Toll Free

Residential Toll Free is an inbound only, long distance pricing plan. Residential Toll Free is available to Residential Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

3.2.3 Business Toll Free

Business Toll Free is an inbound only, long distance pricing plan. Business Toll Free is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of another party located in another area or state. Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC or ALEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call may be routed to the DUC for handling. Person-to-Person and collect calls to Directory Assistance are not permitted.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Operator Services

3.4.1 Operator Toll Assistance

- (A) Operator Toll Assistance is any variety of telephone services which require the assistance of a long distance operator. There are two categories of operator services calls. They are 0 + calls and 00- calls. A 0 + call is one in which the Customer dials 0 + the called number to complete the call. A 00- call is one in which Customer dials 00 to reach the long distance operator, and the operator dials the called number to complete the call for the Customer. Customers subscribing to any of the Company's outbound Service offerings using Switched Access to reach the long distance network can reach the operator by dialing 0 plus the called number or by dialing 00.
- (B) For all calls, the initial and additional periods are billed in increments of one (1) minute.
- (C) There are two rate elements. They are a usage charge and a surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator service charges when the customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. The surcharge will be applied to all operator services calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the network.

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SECTION 2 - DESCRIPTION OF SERVICES

3.4 Operator Services (continued)

3.4.1 Operator Toll Assistance (continued)

(D) Call Types

1. Person-to-Person is a class of Service where the person originating the call specifies to the DUC's operator a particular person, extension number or department to be reached. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains Person-to-Person.

2. Station-to-Station is a class of Service where the person originating the call gives to the DUC's operator the telephone number of the desired station and does not specify a particular person, extension or department to be reached.

3. Directory assistance, operator assisted/directory assistance call completion refers to:

a. A call wherein the DUC operator passes a call through to directory assistance for the caller; or

b. A call wherein the DUC operator passes a call through to directory assistance for the caller and stays on the line to complete the call to the caller's final desired destination number.

In either case, the applicable directory assistance surcharge will apply in addition to the applicable operator assisted surcharge.

SECTION 2 - DESCRIPTION OF SERVICES

3.4 Operator Services (continued)

3.4.2 Busy Line Verification

Busy Line Verification provides operator assistance to determine if there is an ongoing conversation at a called station. A surcharge will only apply if an ongoing call is detected.

3.4.3 Busy Line Interrupt

Busy Line Interrupt provides operator assistance to interrupt an ongoing conversation at a called station. The charge for Busy Line Interrupt applies each time the DUC operator attempts the interruption whether or not the interruption is successful. The charge for Busy Line Interrupt applies in lieu of the charge for Busy Line Verification.

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SECTION 2 - DESCRIPTION OF SERVICES

3.5 Miscellaneous Charges

3.5.1 Returned Check Charge

This charge applies when a personal check remitted for payment is not honored by the bank.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Special Rates For The Handicapped

The Company offers discount rates for handicapped hearing/speech impaired persons and discounts on toll calls for customers using telecommunications relay service. The discounts are specified in Section 4.

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SECTION 2 - DESCRIPTION OF SERVICES

3.7 Optional Calling Plans - Reserved For Future Use

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SECTION 4 - RATES AND CHARGES

4.1 Outbound Services

4.1.1 Residential Basic Rates

The rate is \$.15 per minute.

4.1.2 Business Basic Rates

The rate is \$.15 per minute.

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SECTION 4 - RATES AND CHARGES

4.2 Inbound Services

4.2.1 Residential 800

The rate is \$.25 per minute.

4.2.2 Business 800

The rate is \$.25 per minute.

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SECTION 4 - RATES AND CHARGES

4.3 Directory Assistance

Direct dialed calls to directory assistance will be billed at \$1.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charge(s) pursuant to Section 4.4.1 of this Tariff. Person-to-Person and collect calls to directory assistance are not permitted. A credit allowance for directory assistance will be provided if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number or misdials the intended directory assistance number and immediately informs the Company of such request for credit.

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SECTION 4 - RATES AND CHARGES**4.4 Operator Services****4.4.1 Operator Toll Assistance****(A) General**

The appropriate per-minute rates as described in Section 4.4.1 (C) of this Tariff apply. A call placement charge as described in Section 4.4.1 (B) of this Tariff is added to the first minute of each call.

(B) Call Placement Charges

The following per-call placement charges apply to the initial minute of each operator services call placed within the State:

- | | | |
|----|-------------------------------------|--------|
| 1. | Station-to-station (all type calls) | \$3.00 |
| 2. | Person-to-person (all type calls) | \$4.00 |

The Customer will be billed \$.75 per call by the Company to be connected to Local Exchange Company-Directory Assistance Service.

(C) Usage Rates

- | | | |
|----|-------------------------------------|--------------------------------------|
| 1. | Station-to-station (all type calls) | \$.25 Per Minute or Fraction Thereof |
| 2. | Person-to-person (all type calls) | \$.25 Per Minute or Fraction Thereof |

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SECTION 4 - RATES AND CHARGES

4.4 Operator Services (continued)

4.4.2 Busy Line Verification

The rate is \$5.00 per occurrence.

4.4.3 Emergency Interrupt

The rate is \$10.00 per occurrence

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SECTION 4 - RATES AND CHARGES

4.5 Miscellaneous Charges

4.5.1 Returned Check Charge

The minimum amount of the return check charge is \$25.00. In no event will this charge exceed the maximum amounts permitted by law.

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SECTION 4 - RATES AND CHARGES

4.6 Special Rates For The Handicapped

4.6.1 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.

4.6.2 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.

4.6.3 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 off 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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SECTION 4 - RATES AND CHARGES

4.7 Optional Calling Plans - Reserved for Future Use

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SECTION 4 - PROMOTIONS

5.1 General

From time-to-time, the Company may engage in Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company. The terms and conditions of these promotional offerings are set forth following. As a condition of subscribing to a promotional offering, the Company may require the Customer to subscribe to a term plan.

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SECTION 4 - PROMOTIONS

5.2 Reserved for Future Use

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SECTION 5 - INDIVIDUAL CASE BASIS

6.1 General

Arrangements may be made on a case-by-case basis in response to a bona fide special request from a customer or prospective customer to develop a bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis.

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