



July 20, 1998  
Via Overnight Delivery

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ORIGINAL

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

Initials of person who forwarded check:

980917-TI

210 N Park Ave  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Transmittal No.: FLI9800  
Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oaks Boulevard  
Gerald L. Gunter Bldg., Room 270  
Tallahassee, FL 32399-0850

RE: Initial Application of Megsinet-CLEC, Inc. to Provide Resold Interexchange Telecommunications Services in Florida

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of the above referenced application of Megsinet-CLEC, Inc. to provide resold Interexchange Telecommunications Services in Florida. Also enclosed is the applicant's check in the amount of \$250 for the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning to me in the self-addressed, stamped envelope enclosed for that purpose.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575

Thank you for your assistance.

RECEIVED & FILED

FPSC BUREAU OF RECORDS

Sincerely,

Mark G. Lammert  
Consultant to Megsinet-CLEC, Inc.

Enclosures

cc: La Vern Trotter - Megsinet

File: Megsinet-CLEC - FL IXC  
tms: FLI9800

98 JUL 21 AM 11:44  
MAIL ROOM

DOCUMENT NUMBER-DATE

07671 JUL 21 98

FPSC-RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION**

**Application Form**

ORIGINAL

**for**

**Authority to Provide Interexchange Telecommunications Service**

**Between Points Within the State of Florida**

To: Florida Public Service Commission  
Division of Records and Reporting  
101 East Gaines Street  
Tallahassee, Florida 32399-0850  
(904) 488-4733

This package includes the original and six (5) copies of the application along with a non-refundable application fee of \$250.00.

1. **This is an application for:**

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a non-certificated company)
- Approval for transfer of control (To another certificated company).

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

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

**Alternative Operator Service** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

**Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own Customer base for services used.

**Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

**Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

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

Megsinet-CLEC, Inc.

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

Megsinet-CLEC, Inc.

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

Megsinet-CLEC, Inc.  
225 West Ohio, Suite 200  
Chicago, Illinois 60610

Telephone: (312) 470-9015

Facsimile: (312) 245-9032

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

Megsinet-CLEC, Inc.  
225 West Ohio, Suite 200  
Chicago, Illinois 60610

Telephone: (312) 470-9015

Facsimile: (312) 245-9032

7. Structure of organization:

Individual

Foreign Corporation

General Partnership

Other, \_\_\_\_\_

Corporation

Foreign Partnership

Limited Partnership

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

Not applicable.

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

See: Attachment I

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

National Registered Agents Services, Inc.  
526 East Park Avenue  
Tallahassee, Florida 32301

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

Fictitious name registration number: Not applicable.

9. (Continued)

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

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

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company is involved in proceedings which may result in such action.

- (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 the company, give reason why not.

No officer, director or stockholder of the Company is an officer, director, partner or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Mark G. Lammert  
Consultant to Megsinet-CLEC, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

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

La Vern Trotter, Regulatory Manager  
Megsinet-CLEC, Inc.  
225 West Ohio, Suite 200  
Chicago, Illinois 60610  
Telephone: (312) 470-9015  
Facsimile: (312) 245-9032

(c) Tariff:

Mark G. Lammert  
Consultant to Megsinet-CLEC, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from Customers:

Michael Boland  
Telephone: (888) 233-1144

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

None

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

None. The Company will be filing applications in 10-15 states within the next 30 days.

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

Illinois, California, Missouri, New Jersey

- (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 carrier or other telecommunications entity, and the circumstances involved.

None.



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

- |                                     |   |                          |           |
|-------------------------------------|---|--------------------------|-----------|
| <input type="checkbox"/>            | Facilities                                  | <input type="checkbox"/> | Operators |
| <input type="checkbox"/>            | Billing and Collection                      | <input type="checkbox"/> | Sales     |
| <input type="checkbox"/>            | Maintenance                                 |                          |           |
| <input checked="" type="checkbox"/> | Other: <u>None anticipated at this time</u> |                          |           |

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

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)?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential Customers  | <input checked="" type="checkbox"/> Business Customers        |
| <input type="checkbox"/> PATS providers  | <input type="checkbox"/> PATS station end-users               |
| <input type="checkbox"/> Hotels & motels   | <input type="checkbox"/> Hotel & motel guests                 |
| <input type="checkbox"/> Universities  | <input checked="" type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the Company's service</u> |   |

17. Please provide the following (if applicable):

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

Yes. The customer can contact the Company's Customer Service department for billing inquiries at 1-888-233-1144 with any questions. Customer service is available Monday through Friday from 8:00 AM to 7:00 PM Central time. Customer service agents are also available on Saturday from 10:00 AM to 4:00 PM. Calls outside of the hours noted above will reach the answering service and will be returned the next business day. The answering service will page the designed after hours company representative for matters needing attention immediately. Megsinet-CLEC will be responsible for all customer inquiries and complaints and the toll-free telephone number will be provided on the customer bill and in virtually all Megsinet-CLEC mailings.

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

The Company provides its billing services in house.

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

See Attachment IV.

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

- MTS with distance sensitive per minute rates
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
- MTS with route specific rates per minute
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
- MTS for pay telephone service providers.
- Block of time calling plan (Reach Out Florida, Ring America, etc.)
- 800 Service (toll free)
- WATS type service (Bulk or volume discount)
  - Method of access is via dedicated facilities
  - Method of access is via switched facilities
- Private line services (Channel Services)  
(For ex. 1.544 mbps, DS-3, etc.)
- Travel service
  - Method of access is 950
  - Method of access is 800
- 900 service
- Operator Services
  - Available to presubscribed Customers
  - Available to non presubscribed Customers (for example, patrons of hotels, students in universities, patients in hospitals.
  - Available to inmates
- Services included are:
  - Station assistance
  - Person to person assistance
  - Directory assistance
  - Operator verify and interrupt
  - Conference calling

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

Direct Dial 1+ Service - the end user dials "1+" interexchange number. Inbound Toll Free Service - end user dials the Customer's toll-free number (i.e. "1-800/888-NXX-XXXX"). Travel Card Service - the end user dials "1-800 NXX-XXXX" + authorization code + 1 + destination number.

21. **Other:**

## APPlicant ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax, or other currently applicable percentage, 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. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

  
\_\_\_\_\_  
Michael Henry, President/CEO  
Meginet-CLEC, Inc.

6-17-90  
\_\_\_\_\_  
Date

### APPENDICES

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes

### ATTACHMENTS:

- I - Florida Secretary of State Registration and Articles of Incorporation
- II - Management Profiles
- III - Financial Statements and Statement of Financial Capability
- IV - Proposed Tariff

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, \_\_\_\_\_, current holder of certificate number \_\_\_\_\_, have reviewed this application and join in the petitioner's request.

**Not Applicable.**

\_\_\_\_\_  
Signature of owner or chief  
officer of the certificate holder.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

  
\_\_\_\_\_  
Michael Henry, President  
Meginet-CLEC, Inc.

Date: 6-17-98

APPENDIX C

INTRASTATE NETWORK

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

- 1) None.                      2)
- 3)                                      4)

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

- 1)                                      2)
- 3)                                      4)

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

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1) None		
2)		
3)		

Megsinet-CLEC, Inc. does not maintain any points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by the Company's underlying carrier(s).



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)

Service may originate statewide.

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 for 1+ calls.


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 service begin?

Not applicable.

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

Not applicable.

  
\_\_\_\_\_  
Michael Henry, President/CEO  
Meginet-CLEC, Inc.

  
\_\_\_\_\_  
Date

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).

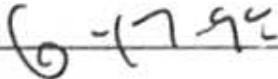
Jacksonville  
Gainesville  
Daytona Beach  
Ocala  
Orlando  
Cocoa  
Melbourne  
West Palm Beach  
Miami  
Pensacola  
Panama City  
Tallahassee  
Titusville

Tampa  
Clearwater  
St. Petersburg  
Lakeland  
Winter Park  
Ft. Lauderdale  
Pompano Beach  
Hollywood  
North Dade  
Sarasota  
Ft. Myers  
Naples

Megsinet-CLEC, Inc. intends to offer service throughout the State of Florida.

  
\_\_\_\_\_  
Michael Henry, President/CEO  
Megsinet-CLEC, Inc.

Date

  
\_\_\_\_\_  
6-17-94

**ATTACHMENT I**

**AUTHORITY TO OPERATE IN FLORIDA AND ARTICLES OF INCORPORATION**

Megsinet-CLEC, Inc. was incorporated in Illinois on January 21, 1998.



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

June 24, 1998

BETH PERRIZO  
UNISEARCH, INC.  
1295 BANDANA BLVD. N., SUITE 300  
ST. PAUL, MN 55108

Qualification documents for MEGSINET-CLEC, INC. were filed on June 24, 1998 and assigned document number F98000003601. Please refer to this number whenever corresponding with this office.

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

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3576 and requesting form SS-4.

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

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

Agnes Lunt  
Document Specialist  
Division of Corporations

Letter Number: 298A00034775

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION  
TO TRANSACT BUSINESS IN FLORIDA

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

1. MEGSINET-CLEC, INC.  
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Illinois  
(State or country under the law of which it is incorporated)
3. \_\_\_\_\_  
(FEI number, if applicable)
4. 1-21-98  
(Date of Incorporation)
5. Perpetual  
(Duration: Year corp. will cease to exist or "perpetual")
6. Upon Qualification  
(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))
7. 225 W Ohio Street, Suite 200  
Chicago, IL 60610  
(Current mailing address)

FILED  
98 JUN 21 PM 3:03  
SECRET  
TALLAHASSEE  
FLORIDA

8. Long distance telecommunication services and for all lawful business which may be  
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida conducted in the state of FL. Florida)
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)
- Name: NRAI Services, Inc.
- Office Address: 526 E. Park Avenue  
Tallahassee, Florida, 32301  
(Zip Code)

10. Registered agent's acceptance:

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

Roth Perry

(Registered agent's signature) Asst. Secretary

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

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: SEE ATTACHED ADDENDUM

Address: \_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_

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98 JUL 24 PM 3:03  
TALMADGE HALL FLORIDA

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: SEE ATTACHED ADDENDUM

Address: \_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

Secretary: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

14. Michael Henry, President  
(Typed or printed name and capacity of person signing application)

**MEGSINET-CLEC, INC.**

**Officers and Directors**

**Officers**

President	Michael Henry	225 W. Ohio Street, Suite 200 Chicago, IL 60610
Secretary	Paul E. Peldyak	350 N. LaSalle Street, Suite 800 Chicago, IL 60610

**Directors**

Michael Henry	225 W. Ohio Street, Suite 200, Chicago, IL 60610
Paul E. Peldyak	350 N. LaSalle Street, Suite 800, Chicago, IL 60610

**FILED**  
98 JUL 24 PM 3:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

File Number 5977-036-5

**State of Illinois**  
Office of  
**The Secretary of State**

Whereas,

ARTICLES OF INCORPORATION OF  
MEGSINET-CLECI, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this <sup>21ST</sup> day of JANUARY A.D. 19 <sup>98</sup> and of the Independence of the United States the two hundred and <sup>22ND</sup>



*George H. Ryan*

Secretary of State



Form **BCA-2.10** ARTICLES OF INCORPORATION

(Rev. Jan. 1995)

This space for use by Secretary of State

**FILED**

JAN 21 1998

GEORGE H. RYAN  
SECRETARY OF STATE

SUMMARY IN DUPLICATE

This space for use by Secretary of State

Date: 1-21-98  
Franchise Tax \$ 25.00  
Filing Fee \$ 75.00  
Approved: [Signature]

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

1. CORPORATE NAME: MEGSINET-CLEC, INC.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	<u>Michael</u>	<u>Henry</u>
	<i>First Name</i>	<i>Last name</i>
Initial Registered Office:	<u>225 W. Ohio Street, Suite 200</u>	
	<i>Number</i>	<i>Street</i>
	<u>Chicago</u>	<u>60610</u>
	<i>City</i>	<i>Zip Code</i>
	<u>IL</u>	<u>Cook</u>
		<i>County</i>

3. Purpose or purposes for which the corporation is organized:  
(If not sufficient space to cover this point, add one or more sheets of this size.)  
The corporation is organized to conduct all lawful business that a corporation is authorized to conduct under the laws of the State of Illinois.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$No Par Value	10,000,000	1,000,000	\$ 1,000

TOTAL = \$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:  
(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

**EXPEDITED**

JAN 21 1998

SECRETARY OF STATE

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: \_\_\_\_\_  
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:  
 Name Residential Address City, State, ZIP  
 \_\_\_\_\_  
 \_\_\_\_\_

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ \_\_\_\_\_  
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_  
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ \_\_\_\_\_  
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

7. **OPTIONAL: OTHER PROVISIONS**  
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated Jan 15, 1990, 1990

1. [Signature]  
 Signature and Name  
Michael Henry  
 (Type or Print Name)  
 2. \_\_\_\_\_  
 Signature  
 (Type or Print Name)  
 3. \_\_\_\_\_  
 Signature  
 (Type or Print Name)

Address  
 1. 225 W Ohio Street, Suite 200  
 Street  
Chicago, IL 60610  
 City/Town State Zip Code  
 2. \_\_\_\_\_  
 Street  
 City/Town State Zip Code  
 3. \_\_\_\_\_  
 Street  
 City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

**FEE SCHEDULE**

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
  - The filing fee is \$75.
  - The minimum total due (franchise tax + filing fee) is \$190.  
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
  - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756  
 Department of Business Services Telephone (217) 782-9522 or 782-9523

**ATTACHMENT II**  
**MANAGEMENT PROFILES**

**MEGSINET-CLEC, INC.**  
**Profiles of Key Personnel**

Megsinet-CLEC, Inc.'s management team includes the following professionals:

Michael Henry	- President & Chief Executive Officer
Jason Vanick	- Vice President of Network Operations
Scott Widham	- Vice President of Operations
Michael Boland	- Vice President of Marketing, Sales & Customer Service
Michael Green	- Vice President of MIS
Brian Clark	- Controller

The profiles of the each member of the management team are noted on the following pages.

The team consists of members who possess experience in primary business disciplines of managing a successful telecommunications company. The individuals on the team have experience in the provision of quality telecommunications services and successful business management.

**Michael Henry, President & Chief Executive Officer**

Mr. Michael Henry has been the President & Chief Executive Officer of Megsinet, Inc. since its inception in 1996. Mr. Michael Henry has been the President & Chief Executive Officer of Megsinet-CLEC, Inc., since its inception in January 1998. In that capacity, Mr. Henry is responsible for the strategic direction of the Company, evaluating new services and markets, and promoting the financial health of the Company. Prior to the start up of Megsinet, Inc, Mr. Henry was a telecommunications and network consultant, a system engineer with Wiltel Telecommunications Group, and held various computer design and programming responsibilities in several industries.

**Jason Vanick - Vice President - Network Services**

Mr. Vanick has served as the Vice President - Network Services for the Company since its inception in January 1998. Mr. Vanick is primarily responsible for local and long distance network operations, provisioning, delivery and maintenance of the systems. Mr. Vanick is also responsible for negotiating agreements with underlying carriers and all interconnection issues.

Prior to Megsinet-CLEC, Mr. Vanick held various telecommunications and computer positions with several companies.

**Scott Widham, Vice President of Operations**

Mr. Widham has been the Vice President of Operations of Megsinet-CLEC, Inc., since its inception in January 1998. Mr. Widham is responsible to lead Megsinet-CLEC, Inc. on a day-to-day basis. Mr. Widham is responsible for assisting Mr. Henry on the strategic direction of the Company, evaluating, negotiating and executing contracts, promoting the financial health of the Company and ensuring the Company's network and technical support is impeccable.

Prior to joining Megsinet-CLEC, Mr. Widham was the director of marketing with several cable television companies.

**MEGSINET-CLEC, INC.**  
**Profiles of Key Personnel, continued**

**Michael Boland, Vice President of Sales, Marketing and Customer Service**

Mr. Boland has been the Vice President of Sales and Marketing of Megsinet-CLEC since its inception in January 1998. In the capacity of Vice President of Sales and Marketing, Mr. Boland is responsible for the strategic direction of the Company, evaluating and implementing market and service strategies, preparing market and product projections, establishing the sales and customer service policies of the Company and ensuring the products and services of the Company are properly supported by the Network and Technical staff. In the capacity of Vice President of Customer Service, Mr. Boland's primary responsibilities include comprehensive customer support, market studies and new product/service development.

Prior to his assignment at Megsinet-CLEC, Mr. Boland held various sales and marketing positions with several companies.

**Michael Green, Vice President of MIS**

Mr. Green has held the position of Vice President of MIS at Megsinet-CLEC, Inc. since its inception in January 1998. Mr. Green is primarily responsible for the billing of network services and the Company's management information systems functions. These functions include interfacing with the billing systems of underlying long distance carriers and incumbent local exchange carriers.

Prior to joining Megsinet-CLEC, Inc., Mr. Green was responsible for designing, implementing and managing large wide area networks utilizing microwave, satellite and land base lines to support multi-vendor platforms. At Megsinet, Inc. Mr. Green was responsible for designing and implementing turn-key networking solutions for inter-office use and Internet access.

**Brian Clark, Controller**

Mr. Clark has been the Controller of Megsinet-CLEC, Inc., since its inception in January 1998. In the capacity of Controller, Mr. Clark is responsible for promoting the financial health of the Company, maintaining the Company's accounting and legal records, evaluating strategic plans for financial prudence and assist in billing for the Company's products and services.

Prior to assuming his position at Megsinet-CLEC, Mr. Clark held various financial and accounting positions with accounting firms and companies.

**ATTACHMENT III**

**FINANCIAL STATEMENTS**

The Company submits its balance sheet as of July 15, 1998.

The Company has been dormant since inception.

**Statement of Financial Capability**

The purpose of this document is to highlight the financial strengths of the Company and serve as the Company's Statement of Financial Capability.

Megsinet-CLEC, Inc. has sufficient financial capability to provide the requested telecommunication services in Florida, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations. Attached is the balance sheet of Megsinet-CLEC, Inc. as of July 15, 1998.

Megsinet-CLEC, Inc. has not been operating since its inception in January 1998, and therefore does not have an income statement.

The Company has established a strong team to support its venture into the telecommunications market. The Company has and will outsource business functions to obtain expertise and provide a financial and technical competitive advantage in the industry.

Summary

As noted in the analysis documented above, the Company has prepared prudently for its venture into the resold interexchange services market. The Company has positioned itself to add large amounts of revenue growth while keeping expenses under control. The Company has sufficient financial capability to provide the requested telecommunication services, sufficient financial capability to meet all lease and ownership obligations, and sufficient financial capability to maintain a large Customer base.

**Megsinet-CLEC, Inc.**  
**Balance Sheet**  
**July 15, 1998**

**Assets**

Cash	\$ 50,000
Total Current Assets	<u>\$ 50,000</u>

**Stockholder's Equity**

Common Stock	\$ 1,000
Paid In Capital	\$ 49,000
Total Stockholder's Equity	<u>\$ 50,000</u>





MAGNA BANK, NA  
10722 SUNSET HILLS PLZ 1-800-333-1346  
ST LOUIS, MO 63127-1219

090  
00152



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MEGSINET  
150 NORTH MEREMAC AVE 0260  
ST LOUIS MO 63105-3753  
  
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SNAPSHOT  
090 REQUESTED  
DATE 07-15-98  
PAGE 1

ACCOUNT NO.	BUSINESS MONEY MARKET ACCT	
PREVIOUS BALANCE . . . . .	06-29-98	.00
1 DEPOSITS AND CREDITS . . . . .		50,000.00
0 CHECKS AND DEBITS . . . . .		.00
CURRENT BALANCE . . . . .		50,000.00

- - DAILY BALANCE SUMMARY - -			
DATE	BALANCE	DATE	BALANCE
07-10	50,000.00		

- - MISCELLANEOUS DEBITS AND CREDITS - -			
DATE	AMOUNT	DESCRIPTION	
07-10	50,000.00 CR	DEPOSIT	

- - STATEMENT PERIOD - -			
ENDING DATE	. . . . .		07-15-98
NUMBER OF DAYS	. . . . .		16

**ATTACHMENT IV**  
**PROPOSED TARIFF**

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
**Megsinet-CLEC, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Megsinet-CLEC, Inc. ("Megsinet-CLEC, Inc.") with principal offices located at 225 West Ohio, Suite 200, Chicago, Illinois 60610. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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**CHECK SHEET**

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

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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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).1.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)****1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's location to a Magsinet-CLEC, Inc. switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network to identify the caller and validate the caller's authorization to use the service provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Available Usage Balance** - The amount of usage remaining in a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End User.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - Magsinet-CLEC, Inc. ("Magsinet-CLEC") unless otherwise clearly indicated by the context.

**Customer or Subscriber** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)****1.2 Definitions, (Cont'd)**

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network. The cost of these dedicated circuits is billed by the access provider directly to the end user.

**Depletion** - Reductions in the Available Balance based on usage of the Customer Debit Account. Depletion of dollar based service occurs on a real time basis at the tariffed per minute rates contained herein.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**FPSC** - The Florida Public Service Commission.

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**Local Exchange Company (LEC)** - A company which furnishes local exchange services.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names, trade logos, copyrighted words, artwork, designs, pictures, or images, or any other device or merchandise to which legal rights of ownership are held or reserved by an entity.

**Megsinet-CLEC** - Refers to Megsinet-CLEC, Inc.

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)****1.2 Definitions, (Cont'd)**

**Premises** - A building or buildings on contiguous property.

**Presubscribe** - A method used to identify Megsinet-CLEC as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on Megsinet-CLEC's network.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone card or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Switched Access** - A method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Travel Card** - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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**SECTION 2.0 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Megsinet-CLEC, Inc. is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of Florida. Megsinet-CLEC, Inc.'s services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Megsinet-CLEC, Inc. provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Megsinet-CLEC, Inc. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Megsinet-CLEC, Inc. services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by Megsinet-CLEC, Inc. within the state of Florida.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement.

All charges due by the Customer are payable to the Company or any billing agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the billing agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.3 Payment and Credit Regulations, (Cont'd)****2.3.2 Deposits**

The Company does not require a deposit from the Customer.

**2.3.3 Advance Payments**

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

**2.3.4 Taxes and Billing Format**

The Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

**2.3.5 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.3 Payment and Credit Regulations, (Cont'd)****2.3.6 Late Payment Charge**

A late payment charge of 1.5% monthly will be assessed on any past due balances beginning 30 days from the mailing date of the bill.

**2.3.7 Returned Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

The charge shall be applied to Customer's monthly billing in addition to any other charges which may apply under this Tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

**2.3.8 Reconnection Charge**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 hour in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd)****2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.4.3 Liability**

- A. The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- B. The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd)****2.4.3 Liability (Cont'd)**

- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd)**

**2.4.3 Liability (Cont'd)**

- D.** The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

**2.5 Minimum Service Period**

The minimum service period is one month (30 days).

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.6 Refusal or Discontinuance by Company**

**2.6.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Megsinet-CLEC, Inc. will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.6.2** Megsinet-CLEC, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Megsinet-CLEC, Inc. or its agents for the purpose of inspection and maintenance of equipment owned by Megsinet-CLEC, Inc. or its agents.
- D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.6 Refusal or Discontinuance by Company, (Cont'd)****2.6.2 (Cont'd)**

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Magsinet-CLEC, Inc.'s equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by Magsinet-CLEC, Inc. or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Magsinet-CLEC, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.7 Limitations of Service**

- 2.7.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.7.2** Megsinet-CLEC, Inc. reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.7.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.7.4** Megsinet-CLEC, Inc. reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.8 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Megsinet-CLEC, Inc.'s Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.9 Employee Concessions**

[Reserved for Future Use]

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.10 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.11 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

**2.12 Interconnection**

Service furnished by Magsinet-CLEC, Inc. may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Magsinet-CLEC, Inc.'s service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.13 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

**2.14 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.16 Restoration of Service**

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations. There is no fee to restore service.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)****2.17 Other Rules**

- 2.17.1** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.
- 2.17.2** The Company makes every effort to reserve 800/888 vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.17.3** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.17.4** Toll free numbers (i.e. 800, 888) shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.

**2.18 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE****3.1 General**

The Company provides interexchange switched and dedicated telecommunications services for personal or business use. Intrastate service is provided as an add-on to Megsinet-CLEC's interstate offerings. Descriptions and rates contained in this tariff apply to the interstate portion of the Carrier's services only.

Each call is rated and charged individually for each call placed through the Company. Call timing is rounded to the nearest billing increment, (i.e. six (6) seconds). Fractional call charges are rounded up to the next whole cent on a per call basis.

Customers reselling or rebilling Megsinet-CLEC, Inc.'s Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**3.2 Service Availability**

Service is provided twenty-four (24) hours per day, seven (7) days a week.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)****3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 -** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.4 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.4.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

**3.4.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.4.3** Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in Section 3 of this tariff.

**3.4.4** No charges apply to incomplete calls.

**3.4.5** Usage charges are computed and rounded up to the nearest penny on a per call basis.

**3.5 Rate Periods**

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)****3.6 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

**3.6.1 Direct Dial Switched Silver Service**

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

**3.6.2 Direct Dial Switched Gold Service**

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Megsinet-CLEC, Inc. local exchange Customers are eligible to subscribe to this service.

**3.6.3 Dedicated Direct Dial Service**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)****3.7 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Magsinet-CLEC, Inc. Customers. The Magsinet-CLEC, Inc. Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the Magsinet-CLEC, Inc. toll free Customer via switched or dedicated access lines.

**3.7.1 Inbound Switched Silver Service**

Inbound Switched Silver Service provides an in-bound toll free calling service to Magsinet-CLEC, Inc. Customers. Calls terminate to the Magsinet-CLEC, Inc. Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

**3.7.2 Inbound Switched Gold Service**

Inbound Switched Silver Service provides an in-bound Toll Free calling service to Magsinet-CLEC, Inc. Customers. Calls terminate to the Magsinet-CLEC, Inc. Toll Free Customer via switched access lines. All Magsinet-CLEC, Inc. local exchange Customers are eligible to subscribe to this service.

**3.7.3 Dedicated Toll Free Service**

Dedicated Toll Free Service calls terminate to the Magsinet-CLEC, Inc. Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Magsinet-CLEC, Inc. Customers are eligible to subscribe to this service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)****3.8 Travel Card**

Megsinet-CLEC, Inc.'s Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)****3.9 Payphone Dial Around Surcharge**

This surcharge is in addition to any other applicable rates or surcharges and applies only to completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

Whenever possible, this Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.10 Directory Assistance**

Directory Assistance is available to Customers of Megsinet-CLEC, Inc.. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**SECTION 4.0 - RATES**

**4.1 General**

The Company provides intrastate, interexchange switched telecommunications services between locations in Florida. All services are offered in conjunction with interstate services. Megsinet-CLEC, Inc. offers direct dialed, inbound toll free service and travel card services with charges based upon call duration and/or total volume.

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**SECTION 4.0 - RATES, (Cont'd)****4.2 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

**4.3 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Wireless of Boston will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.4 Telecommunications Relay Service Rates**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

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**SECTION 4.0 - RATES, (Cont'd)****4.5 Directory Assistance**

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

**4.6 Returned Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

The charge shall be applied to Customer's monthly billing in addition to any other charges which may apply under this Tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

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**SECTION 4.0 - RATES, (Cont'd)****4.7 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

**4.7.1 Direct Dial Switched Silver Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.7.2 Direct Dial Switched Gold Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.7.3 Dedicated Direct Dial Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

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**SECTION 4.0 - RATES, (Cont'd)****4.8 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Megsinet-CLEC, Inc. Customers. The Megsinet-CLEC, Inc. Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the Megsinet-CLEC, Inc. toll free Customer via switched or dedicated access lines.

**4.8.1 Inbound Switched Silver Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.8.2 Inbound Switched Gold Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.8.3 Dedicated Toll Free Service Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

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**SECTION 4.0 - RATES, (Cont'd)****4.9 Travel Card Rates**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.189

A \$0.25 per call surcharge applies to each call.

**4.10 Payphone Dial Around Surcharge**

Per Call Surcharge: \$0.50

**4.11 Directory Assistance**

Per call to directory assistance: \$0.85

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**SECTION 5.0 - PROMOTIONS****5.1 Demonstration Calls**

From time to time Magsinet-CLEC will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

**5.2 Promotions - General**

From time to time, Magsinet-CLEC may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

**5.2.1 Competitive Response Promotion**

Magsinet-CLEC will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

**5.2.2 Best Rate Guarantee Promotion**

Magsinet-CLEC will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved tariff on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

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July 20, 1998  
Via Overnight Delivery

DEPOSIT DATE  
D 8 1 4 JUL 2 1 1998

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

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Transmittal No.: FLI9800  
Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oaks Boulevard  
Gerald L. Gunter Bldg., Room 270  
Tallahassee, FL 32399-0850

RE: Initial Application of Megsinet-CLEC, Inc. to Provide Resold Interexchange Telecommunications Services in Florida

Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of the above referenced application of Megsinet-CLEC, Inc. to provide resold Interexchange Telecommunications Services in Florida. Also enclosed is the applicant's check in the amount of \$250 for the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning to me in the self-addressed, stamped envelope enclosed for that purpose.

Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Thank you for your assistance.

Sincerely,

*A*

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200  
210 N. PARK AVE.  
WINTER PARK, FL 32789-0200  
(407) 740-8575

BARNETT BANK, N.A.  
WINTER PARK, FL 32789

20283

7/20/98

PAY TO THE ORDER OF Florida Public Service Commission

\$ \*\*250.00

Two Hundred Fifty and 00/100

Florida Public Service Commission  
Records & Reporting  
2540 Shumard Oaks Blvd.  
Tallahassee, FL 32302-1500

DOLLARS  
Security features included  
Details on back

TECHNOLOGIES MANAGEMENT, INC.

*C. M. Wight*

MEMO Florida Public Service Commission *Megsinet*