



DEPOSIT DATE
D057 - JAN 07 1999

January 5, 1999
Via Overnight Delivery

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

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2450 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0870

990025-TX

RE: Initial Alternative Local Exchange Carrier Application of ComScape Communications, Inc.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above referenced application of ComScape Communications, Inc.

Also enclosed is a 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 it to me in the self-addressed, stamped envelope enclosed for that purpose. Questions pertaining to this application should be directed to my attention at (407) 740-8575.

Sincerely,

Thomas M. Forte
Consultant to ComScape Communications, Inc.

TF/ks

Enclosures

cc: Bhogin M. Modi, ComScape
file: ComScape - FL Local
tms: FL19800

DOCUMENT NUMBER-DATE

00282 JAN-78

FPSC RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
Division of Communications, Certification & Compliance Section
2450 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850
(904) 413-6600

APPLICATION FORM

for

**AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA**

INSTRUCTIONS

1. This form is used for an original application for a certificate and for approval of sale, assignment, or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. Any questions regarding completion, contact above.
5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

DOCUMENT NUMBER-DATE

00282 JAN-78

FPSC-RECORDS/REPORTING

**APPLICATION FORM FOR AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA**

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example: a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate (to a noncertificated company)

Example: a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example: a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

ComScape Communications, Inc.

3. A. National Mailing Address including street name, number, post office box, city, state, zip code and phone number.

Street: 1926 10th Avenue North, Suite 305
PO Box
City: West Palm Beach
State: Florida
Zip: 33461
Telephone: (561) 540-4760
Facsimile: (561) 547-4547

B. Florida Mailing Address including street name, number, post office box, city, state, zip code and phone number.

Not Applicable

C. Physical Address of alternative local exchange service in Florida including street name, number, post office box, city, state, zip code and phone number.

Street: 1926 10th Avenue North, Suite 305
PO Box
City: West Palm Beach
State: Florida
Zip: 33461
Telephone: (561) 540-4760
Facsimile: (561) 547-4547

4. Structure of organization:

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other, Please explain |

5. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F98000006755

See Exhibit III

6. Name under which the applicant will do business (d/b/a):

Not Applicable

7. If applicable, please provide proof of fictitious name: (d/b/a) registration.

Fictitious name registration number: _____

8. If applicant is an individual, partnership, or joint venture, please give name and address of each legal entity.

Not applicable

9. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None.

14. Please indicate how a customer can file a service complaint with your company.

Customers may reach the company at the toll-free customer service number, (800) 675 - 1225, which will be provided on each invoice for service. In addition, customers may contact the company in writing at 1926 10th Avenue North, Suite 305, West Palm Beach, Florida, 33461.

15. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years

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 statement should then be signed by the applicant's chief executive officer and chief financial officer. The signature should affirm that the financial statements are true and correct.

See Exhibit I.

B. Managerial capability

See Exhibit II.

C. Technical capability

See Exhibit II.

10. Please provide the title, address, telephone number, internet address and facsimile number of the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application:

Application contact:

Name: Thomas M. Forte
Title: Consultant to ComScape Communications, Inc.
P.O. Box: P.O. Drawer 200
City: Winter Park
State: Florida
Zip: 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613
Internet Address: tforte@tminc.com

Ongoing Liaison:

Name: Bhogin M. Modi
Title: Vice President
Street: 1926 10th Avenue North, Suite 305
PO Box
City: West Palm Beach
State: Florida
Zip: 33461
Telephone: (561) 540-4760
Facsimile: (561) 547-4547
Internet Address: bhogin.modi@comscape.net

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

ComScape is the process of applying to provide local exchange service in West Virginia, North Carolina, So. Carolina, Georgia and Florida.

12. Has the applicant been denied certification in any other state? Yes () No (X)
If so, please list the state and reason for denial.
13. Have penalties been imposed against the applicant in any other state: Yes () No (X)
If so, please list the state and reason for penalty.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. 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.

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.

Official: Bhogin M. Modi
Bhogin M. Modi

Date: 12.24.98

Title: Vice-President

Telephone: (561) 540-4760

Address: 1926 10th Avenue North
Suite 305
West Palm Beach, FL 33461

COMSCAPE COMMUNICATIONS, INC.

EXHIBIT I

FINANCIAL CAPABILITY

EXHIBIT I - A
COMSCAPE COMMUNICATIONS, INC.
Financial Resources Statement

ComScape Communications, Inc. is providing an 8 month ending August 31, 1998 Consolidated Income Statement with this application as proof of the company's ability to provide service in Florida. This balance sheet shows that ComScape has current assets of \$8,578,035 and current liabilities of \$5,719,003, well above the one-to-one ratio normally used in telecommunications evaluations.

ComScape proposes to operate as a reseller of competitive local exchange service in the state. There are minimal capital requirements or expenses that the company will experience when starting it's Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that ComScape has the managerial experience and entrepreneurial skill necessary to run the company.

ComScape Holdings Inc.
Consolidated Balance Sheet
As of August 31, 1998

Date 9/25/98 10:22am

Page 1

Assets

Current assets

Cash and equivalents

\$2,704,250.26

Total cash and equivalents

2,704,250.26

Receivable

9,747.19

Total Receivable

9,747.19

Inventory

2,511.67

Total Inventory

2,511.67

Notes Receivable

Other current assets

15,865.40

Total other current assets

15,865.40

Total current assets

2,732,374.52

Property and equipment, at cost

213,971.03

Total property and equipment

213,971.03

Other assets

5,631,689.54

Total other assets

5,631,689.54

Investment in subsidiary

Total assets

8,578,035.09

Liabilities and shareholders' equity

Liabilities

Current liabilities

Accounts payable

(1,917.15)

Accrued payroll and taxes

419,758.72

Accrued liabilities and interest

731,826.00

Short and current portion of long-term debt

400,000.00

Total current liabilities

1,549,667.57

Un-audited For Management Use Only
Confidential

ComScape Holdings Inc.
Consolidated Balance Sheet
As of August 31, 1998

Date 9/25/98 10:22am

Page 2

Long-term debt

\$4,169,335.98

Total long-term debt

4,169,335.98

Inter-company payable

Total liabilities

5,719,003.55

Shareholders' equity

2,859,031.54

Total shareholders' equity

2,859,031.54

Total liabilities and shareholders' equity

8,578,035.09

ComScape Holdings Inc.
Consolidated Income Statement
For the Eight Months Ending August 31, 1998

Date 9/25/98 10:00am

Page 1

	August	Year-to-Date
	Amount	Amount
Operating income	<u>\$2,434.18</u>	<u>\$25,447.84</u>
Gross operating income	2,434.18	25,447.84
Cost of sales	<u>17,643.82</u>	<u>40,684.69</u>
Facility cost	17,643.82	40,684.69
Total cost of sales	<u>17,643.82</u>	<u>40,684.69</u>
Operating profit	(15,209.64)	(15,236.85)
Operating expenses		
Salary and related expenses	43,736.92	410,155.90
Employee benefits	(88.23)	25,752.84
Rent	14,799.17	81,097.09
General and administration	8,645.14	64,657.32
Audit and legal services	31,426.45	206,402.07
Payroll service	303.22	1,219.58
Officers' travel and expenses	617.21	14,366.10
Insurance	4,142.13	42,800.58
Travel	2,098.70	27,657.69
Training and employee development		288.00
Dues and subscriptions	790.00	2,229.14
Investor relations		901.26
Advertising		1,023.65
Marketing material		2,567.26
Repairs and maintenance		2,146.54
Operating leases	44.86	1,189.06
Recruiting and relocation	17,321.34	81,628.42
Business taxes and fees	55,525.00	79,767.38
Donations		1,001.00
Total operating expenses	<u>179,361.91</u>	<u>1,046,850.88</u>
Net operating income	(194,571.55)	(1,062,087.73)
Other income/expense		
Other income/expense	177.95	3,359.27
Interest income	(12,077.51)	(76,265.95)
Interest expense		151,778.57
Total other income/expense	<u>(11,899.56)</u>	<u>78,871.89</u>
Net income before tax	<u>(182,671.99)</u>	<u>(1,140,959.62)</u>
Net income after tax	<u>(182,671.99)</u>	<u>(1,140,959.62)</u>

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

VERIFICATION OF FINANCIAL INFORMATION

The undersigned officer attests to the accuracy of the foregoing financial statements. The information contained therein is accurate to best of his knowledge and belief:

Bhogilel M. Modi

Date: 12.24.98

Bhogin M. Modi, Vice-President

Sworn before me this _____ day of _____, 1998

Notary Public

COMSCAPE COMMUNICATIONS, INC.

EXHIBIT II

MANAGERIAL CAPABILITY

TECHNICAL AND MANAGERIAL BACKGROUND

ComScape is a Florida-based corporation, founded in June 1995, in the business of providing total telecommunications solutions to business and residential customers. Affiliates of ComScape provide broadband PCS-based services pursuant to licensing from the Federal Communications Commission ("FCC") in Charleston, West Virginia, and in 13 surrounding counties. Affiliates of the Company have been awarded licensing from the FCC to operate broadband PCS-based services in the Raleigh-Durham, Wilmington, New Bern, and Jacksonville areas of North Carolina. In addition, ComScape has been awarded authority in West Virginia to provide local exchange and intrastate interexchange telecommunications services throughout the State of West Virginia.

Ghanshyam C. Patel — Chairman of the Board of Directors, President, and Chief Executive Officer

Mr. Patel, a co-founder of ComScape, was the founder and a principal stockholder of ConQuest Telecommunications Services Corp. and its three subsidiary companies. ConQuest, which was acquired by SmarTalk, generated a profitable \$32 million revenue stream during 1994. Mr. Patel served as chairman of the board and CEO of ConQuest from 1987 to May 1995. Prior to his affiliation with ConQuest, Mr. Patel was a co-founder of LITel, a regional fiber-optic-based telecommunications carrier (now known as LCI International, with recent revenues in excess of \$1.5 billion). He served as director of planning and regulatory issues from 1984 to 1987. Mr. Patel participated principally in planning, design, regulatory analysis, tariff preparation, business negotiations, and innovative financing. Mr. Patel has served in other technical and management capacities with other firms, including as co-founder of National Telecom, a long distance telephone Company, and manager of United Telephone of Ohio, currently known as Sprint and as an Engineer in GTE of Ohio. He holds a Bachelor of Science degree in physics and electrical engineering.

Jeremiah P. Byrne — Director, Secretary, and Executive Vice President – Corporate Business Development

Mr. Byrne, a co-founder of ComScape, was the president and co-founder of Byrne Gear Corporation of America in Mansfield, Ohio, a company that manufactures planetary speed reducers. He was also a director of The Byrne Group in Mansfield, Ohio, a multi-industry economic group engaged in real estate development, manufacturing, communications, and health and fitness. Mr. Byrne was also a director and co-founder of Consorcio SLS & Byrne, S.A., Santiago, Dominican Republic, which manages municipal waste collection and landfill operations. He was a co-founder of the Underground Equipment Manufacturers Council in Chicago, Illinois, which represents the interest of manufacturers of underground construction equipment on government and legal issues. Mr. Byrne is a past member of the Royal Tunneling Society, London, England. He possesses a Bachelor of Science degree in business administration.

Jay K. Jayanthan — Director, Treasurer, and Vice President – Finance, Accounting, Administration

Mr. Jayanthan, a co-founder of ComScape, was the president of a public accounting firm with offices in Dayton and Columbus, Ohio. He has more than 17 years of experience in auditing, accounting, tax consulting, and management consulting. Mr. Jayanthan is also founder and president of a computer consulting company located in Columbus, Ohio. Mr. Jayanthan is a member of the Ohio Society of CPAs, the American Institute of Certified Public Accountants and the Institute of Cost and Management Accountants (U.K.). He is also a member of the Institute of Chartered Accountants of Sri Lanka. Mr. Jayanthan is one of the founders and the past president of the Asian Indian American Business Group in Columbus and a member of the advisory committee of the auditor of State of Ohio.

Bhugin M. Modi — Director and Vice President of Marketing and Sales

Mr. Modi is a co-founder of ComScape. From 1991 to July 1996 Mr. Modi was the manager of the worldwide desktop multifunction planning and market assessment group of the Xerox Company. In that position, he was responsible for the worldwide strategy and business planning including product, pricing, channel and marketing strategy, and operational implementation plans. Mr. Modi joined Xerox in 1985 and served in several management positions, including operations and marketing support, product planning, engineering, and new product program management. Mr. Modi holds a master of science degree in mechanical engineering and an M.B.A. degree.

Chaku G. Patel — Vice President – Engineering, Operations, and MIS

For the past 10 years Mr. Patel has been in management positions in engineering, switch operation and MIS at ConQuest Telecommunications, Inc., and LCI International. In those positions, Mr. Patel designed, implemented, and operated large-scale worldwide telecommunications systems and networks, and also handled customer-care-related functions. Mr. Patel has expertise in hardware, software, data processing, and systems engineering. Mr. Patel attended the Ohio State University, Columbus, Ohio.

Tim Thompson - Sales Manager, Charleston, WV

Mr. Tim Thompson has over 14 years of successful sales and marketing experience in the telecommunications industry. In that time, Tim has been responsible for selling network long distance as the Regional Sales manager for TMC of West Virginia. He has also held sales management position with Executone Information Systems responsible for marketing telecom equipment. Additionally, Mr. Thompson was a Major Account Executive with AT&T for voice, data and Internet solutions marketing to large businesses.

Just prior to joining ComScape, Mr. Thompson held a sales position with Hyperion Communications; and was responsible for successfully starting up the CLEC market in Lexington, KY. He is a graduate of Marshall University

John B. Milton IV — Senior Systems Development

Mr. Milton has held several positions since 1981, when he began programming with database applications on CP/M. He worked for Battelle Memorial Institute developing engineering stress analysis programs for the Office of Nuclear Waste Isolation. As a contract programmer with Optimum Technology, he worked for Sterling Software, CRISP Automation, Sheraton Hotels, the Ohio Bureau of Workers Compensation, and ConQuest Telecommunications. At Applied Innovation he worked on embedded datacomm programming, security, and UNIX device drivers. Mr. Milton worked for an Internet service provider, Megalinx Communications, where he assumed technical responsibilities and aided in expansion of the business. Mr. Milton has been with ComScape since May of 1997.

Chris C. Chonto — Network Operations Manager

Mr. Chonto has an extensive technical background in the telecommunications business. His experience encompasses both wireless switching and networking from the implementation as well as development perspective. Previous to employment with ComScape, he held positions with Ericsson, Inc. During his nine years with Ericsson, Mr. Chonto was responsible for on-site project implementation and development of Ericsson's wireless local loop ("WLL") systems. In 1996 and 1997 Mr. Chonto worked as a sales manager for Ericsson's wireless PCS group. Mr. Chonto attended the University of Iowa, Iowa City.

COMSCAPE COMMUNICATIONS, INC.

EXHIBIT III

ARTICLES OF INCORPORATION

CERTIFICATE OF INCORPORATION
OF
COMSCAPE COMMUNICATIONS, INC.

ARTICLE I
NAME

The name of the Corporation is ComScape Communications, Inc. (the "Corporation").

ARTICLE II
ADDRESS OF REGISTERED OFFICE IN DELAWARE

The address of the Corporation's registered office in the State of Delaware is 5 Orchid Street, in the City of Newark, County of New Castle, Zip Code 19702. The name of its registered agent at such address is Pravin Patel.

ARTICLE III
PURPOSE

The Corporation is formed for the purpose of engaging in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

The Corporation reserves the right at any time and from time to time to change its purposes in any manner which is permitted by statute or which has been authorized or approved by this Certificate of Incorporation, if applicable. A properly approved or authorized change of purpose will be binding and conclusive upon every stockholder of the Corporation, including stockholders who voted against the change. No stockholder will be entitled to payment of the fair cash value of his shares due to a change in purpose of the Corporation.

Each purpose identified in this Article is independent of all other purposes, and will not be limited or restricted by any other clause or paragraph of this Certificate of Incorporation.

**ARTICLE IV
SHARE STRUCTURE**

The total number of shares of stock which the Corporation shall have authority to issue is 1,500 shares of common stock, without par value, all of the same class (hereinafter referred to as "Common Stock"). Each share of Common Stock shall be without distinction as to powers, rights and preferences. Each holder of record of shares of Common Stock shall be entitled to one vote for each share of such stock upon all matters presented to the stockholders.

**ARTICLE V
INCORPORATORS**

The name and mailing address of the incorporator is Susan A. Peterson, Thompson Hine & Flory LLP, One Columbus, 10 West Broad Street, Columbus, Ohio 43215-3435.

**ARTICLE VI
ELIMINATION OF BALLOT FOR THE ELECTION OF DIRECTORS**

The directors of the Corporation need not be elected by written ballot.

**ARTICLE VII
INDEMNIFICATION**

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including

attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit.

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, the Corporation shall pay all expenses (including attorneys' fees) actually and reasonably incurred by any person by reason of the fact that such person is or was an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding (other than an action by the Corporation on its own behalf) upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he is not entitled to be indemnified by the Corporation as authorized by the General Corporation Law of the State of Delaware.

The rights of indemnification granted pursuant to this Article shall not be exclusive of other indemnification rights, if any, granted to such person and shall inure to the benefit of the heirs and legal representatives of such person.

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for the breach of his fiduciary duty as a director.

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, no repeal of or restrictive amendment of this Article and no repeal, restrictive amendment or termination of effectiveness of any law authorizing this Article will apply to or affect adversely any right or protection of any director or officer for or with respect to any acts or omissions of such director or officer occurring prior to such repeal, amendment or termination of effectiveness.

To the maximum extent permitted under the General Corporation Law of the State of Delaware as it presently exists or may be amended in the future, the indemnification and advancement of expenses provided by this Article will apply with respect to acts or omissions occurring prior to the adoption of this Article.

ARTICLE VIII OPT-OUT OF INTERESTED STOCKHOLDER PROVISION

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

**ARTICLE IX
AMENDMENT OF BYLAWS**

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have the power to make, adopt, alter, amend and repeal the Bylaws of this Corporation, without any action on the part of the stockholders, but the stockholders may make, adopt, alter, amend and repeal the Bylaws whether adopted by them or otherwise.

THE UNDERSIGNED, the sole incorporator named above, hereby signs this Certificate of Incorporation as of September 8, 1997.

COMSCAPE COMMUNICATIONS, INC.

By: _____
Susan A. Petersen, Incorporator

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by COMSCAPE COMMUNICATIONS, INC., a Delaware corporation, authorized to transact business within the State of Florida on December 14, 1998 as shown by the records of this office.

The document number of this corporation is F98000006755.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of December, 1998



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

COMSCAPE COMMUNICATIONS, INC.

EXHIBIT IV

PRICE LIST

To be provided after certification and prior to offering local service in Florida.

TITLE PAGE
FLORIDA PRICE LIST
FOR
LOCAL EXCHANGE SERVICE
OF
COMSCAPE COMMUNICATIONS, INC .

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by ComScape Communications, Inc. with principal offices at 1926 10th Avenue North, Suite 305, West Palm Beach, FL 33461. This Price List applies to services provided within the State of Florida. This Price List is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: January 6, 1999

Effective:

**Issued By: Bhogin M. Modi, Vice President - Marketing and Sales
ComScape Communications, Inc.
1926 10th Avenue North, Suite 305
West Palm Beach, FL 33461**

FL19800

CHECK SHEET

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

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original *	26	Original *	51	Original *
2	Original *	27	Original *	52	Original *
3	Original *	28	Original *	53	Original *
4	Original *	29	Original *	54	Original *
5	Original *	30	Original *	55	Original *
6	Original *	31	Original *	56	Original *
7	Original *	32	Original *	57	Original *
8	Original *	33	Original *	58	Original *
9	Original *	34	Original *	59	Original *
10	Original *	35	Original *	60	Original *
11	Original *	36	Original *	61	Original *
12	Original *	37	Original *	62	Original *
13	Original *	38	Original *	63	Original *
14	Original *	39	Original *	64	Original *
15	Original *	40	Original *	65	Original *
16	Original *	41	Original *	66	Original *
17	Original *	42	Original *	67	Original *
18	Original *	43	Original *	68	Original *
19	Original *	44	Original *	69	Original *
20	Original *	45	Original *	70	Original *
21	Original *	46	Original *	71	Original *
22	Original *	47	Original *	72	Original *
23	Original *	48	Original *	73	Original *
24	Original *	49	Original *	74	Original *
25	Original *	50	Original *	75	Original *

* Included with this filing.

Issued: January 6, 1999

Effective:

Issued By: **Bhugin M. Modi, Vice President - Marketing and Sales**
ComScape Communications, Inc.
1926 10th Avenue North, Suite 305
West Palm Beach, FL 33461

FL19800

CHECK SHEET, CONT'D.

PAGE	REVISION
76	Original *
77	Original *
78	Original *
79	Original *
80	Original *
81	Original *
82	Original *
83	Original *
84	Original *

* - indicates those pages includes with this filing

Issued: January 6, 1999

Effective:

Issued By: **Bhugin M. Modi, Vice President - Marketing and Sales**
ComScape Communications, Inc.
1926 10th Avenue North, Suite 305
West Palm Beach, FL 33461

FL19800

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Section 4 - Miscellaneous Services 69

Issued: January 6, 1999

Effective:

**Issued By: Bhugin M. Modi, Vice President - Marketing and Sales
ComScape Communications, Inc.
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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 or To Another Price List Location
- N** New
- R** Change Resulting In A Reduction To A Customer's Bill
- T** Change in Text Or Regulation But No Change In Rate Or Charge

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PRICE LIST 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 Price List. 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 sheet. 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. that the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List 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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EXCHANGE SERVICE LIST

ComScape Communications, Inc. ("ComScape") has included all of the exchanges in the BellSouth, GTE and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

BellSouth exchanges (and corresponding BellSouth rate group number):

Archer (5)	Fernandina Beach (3)	Lynn Haven (5)
Baldwin (9)	Flagler Beach (3)	Marathon (3)
Bell Glade (3)	Ft. George (9)	Maxville (9)
Big Pine Key (E)	Ft. Lauderdale (12)	Melbourne (7)
Boca Raton (10)	Ft. Pierce (5)	Miami (12)
Boynton Beach (10)	Gainesville (6)	Micanopy (5)
Bronson (E)	Geneva (7)	Middleburg (9)
Brooksville (5)	Graceville (3)	Milton (6)
Bunnell (3)	Green Cove Springs (3)	Munson (6)
Cantonment (6)	Gulf Breeze (6)	Newberry (5)
Cedar Keys (1)	Havana (6)	New Smyrna Beach (4)
Century (6)	Hawthorne (5)	North Dade (12)
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)
Cocoa (7)	Hollywood (12)	Old Town (2)
Cocoa Beach (7)	Homestead (12)	Orange Park (9)
Coral Springs (12)	Islamorada (4)	Orlando (11)
Cross City (2)	Jacksonville (10)	Oviedo (11)
Daytona Beach (6)	Jacksonville Beach (9)	Pace (6)
DeBary (5)	Jay (E)	Pahokee (3)
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)
Deland (5)	Julington (9)	Palm Coast (3)
DeLeon Springs (4)	Jupiter (9)	Panama City (5)
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)
East Orange (11)	Key West (4)	Perrine (12)
Eau Gallie (7)	Lake City (4)	Pierson (4)

E - See BellSouth General Subscriber Service Tariff.

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EXCHANGE SERVICE LIST, CONT'D.

BellSouth exchanges (and corresponding BellSouth rate group number), (cont'd.)

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Augustine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

GTE exchanges (and corresponding GTE rate group number)

Bartow (4)	Mulberry (3)	Tampa - Central Area (5)
Bradenton (4)	Myakka (4)	Tampa - North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa - East Area (5)
Englewood (2)	North Port (3)	Tampa - South Area (5)
Frostproof (1)	Palmetto (3)	Tampa - West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	Winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

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EXCHANGE SERVICE LIST, CONT'D.

Sprint-Centel exchanges (and corresponding Sprint-Centel rate group number)

Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon (2)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottondale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
	Valparaiso (5)	Westville (1)

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EXCHANGE SERVICE LIST, CONT'D.**Sprint-United exchanges (and corresponding Sprint-United rate group number)**

Apopka (6)	Howey-in-the-Hills (4)	Punta Gorda (3)
Arcadia (1)	Immokalee (1)	Reedy Creek (6)
Astor (4)	Inverness (3)	Saint Cloud (3)
Avon Park (1)	Kenansville (3)	Salt Springs (4)
Bellevue (4)	Kissimmee (3)	San Antonio (2)
Beverly Hills (3)	LaBelle (1)	Sanibel-Captiva Islands (5)
Boca Grande (1)	Lady Lake (5)	Sebring (2)
Bonita Springs (5)	Lake Placid (1)	Silver Springs Shores (4)
Bowling Green (1)	Leesburg (4)	Spring Lake (2)
Bushnell (1)	Lehigh Acres (4)	Tavares (4)
Cape Coral (5)	Marco Island (4)	Trilachoochee (2)
Cape Haze (2)	Montverde (6)	Umatilla (4)
Clermont (6)	Moore Haven (1)	Wachula (1)
Clewiston (1)	Mount Dora (4)	West Kissimmee (3)
Crystal River (3)	Naples (4)	Wildwood (1)
Dade City (2)	North Cape Coral (5)	Williston (1)
Eustis (4)	North Fort Myers (5)	Windermere (6)
Everglades (1)	North Naples (4)	Winter Garden (6)
Forest (4)	Ocala (4)	Winter Park (6)
Fort Meade (3)	Ocklawaha (4)	Zolfo Springs (1)
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Florida Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - ComScape Communications, Inc. ("ComScape"), the issuer of this tariff.

ComScape - Refers to ComScape Communications, Inc.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

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

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

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Message Toll Service - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

- 2.1.1** Service is furnished for telecommunications originating and terminating within the State of Alabama under the terms and conditions of this tariff.
- 2.1.2** ComScape's voice services will involve the resale of the basic local exchange services of the incumbent local exchange telephone companies.
- 2.1.3** Carrier's services are available for use twenty-four hours per day, seven days per week.

2.2 Use of Services

- 2.2.1** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

SECTION 2 - REGULATIONS, CONT'D.

2.3 Liability of the Company

- 2.3.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.3.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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SECTION 2 - REGULATIONS. CONT'D.**2.3 Liability of the Company, (cont'd.)**

- 2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.4** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.3.7** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Liability of the Company, (cont'd.)

- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Liability of the Company, (cont'd.)

2.3.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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SECTION 2 - REGULATIONS. CONT'D.

2.4 Prohibited Uses

- 2.4.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Limitation of Service

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Application for Services

2.6.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.6.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

2.6.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.7 Assignment or Transfer

2.7.1 All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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SECTION 2 - REGULATIONS, CONT 'D.**2.8 Deposits**

- 2.8.1** Prior to, or at any time after the provision of a service to the Customer, ComScape may require the Customer to make a deposit to be held as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two (2) month period plus the amount of any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the Customer from complying with requirements as to payment of bills.
- 2.8.2** When the Customer has been provided notice that a deposit is required prior to the provisioning of a service or facility, such deposit amount shall be paid in full prior to ComScape's activation of the service or facility. In the event where a service or facility is currently operational and ComScape determines a deposit is required, ComScape will provide notice to the Customer of such a deposit request, identifying the amount of deposit being requested and the reason for such action by the Company. In this instance, the Company's request for a deposit will be based solely on the Customer's payment history for the applicable service provided by the Company. The Customer will be required to remit the deposit in full within thirty (30) calendar days of ComScape's deposit request and shall be subject to all other requirements and actions regarding payments to ComScape.
- 2.8.3** When the provision of service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded. The Customer will receive interest in accordance with applicable Florida law.

2.9 Advance Deposits

The Company does not require deposits for intrastate services.

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SECTION 2 - REGULATIONS, CONT'D.

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal telecommunications 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 and are not included in the quoted rates.

2.11 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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SECTION 2 - REGULATIONS, CONT'D.

2.12 Billing and Payment

2.12.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.

2.12.2 Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.

2.12.3 The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

2.12.4 Recurring Monthly Charges

- .1** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
- .2** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

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SECTION 2 - REGULATIONS, CONT'D.

2.13.1 Discontinuance or Interruption of Service by the Carrier

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2 For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3 In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4 In the event of unauthorized or fraudulent use of service.
- 2.13.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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SECTION 2 - REGULATIONS, CONT'D.

2.13 Discontinuance or Interruption of Service by the Carrier, (cont'd.)

- 2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision of service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Alabama Public Service Commission.
- 2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the Alabama Public Service Commission.
- 2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff is such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10** The Carrier may discontinue service for nonpayment of any regulated sum due the Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Alabama Public Service Commission.

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SECTION 2 - REGULATIONS, CONT'D.

2.14 Service Connections and Equipment on Customer's Premises

2.14.1 The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.

2.14.2 The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.14.3 The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.

2.14.4 Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.

2.14.5 The Company shall not be responsible for the installation, operation, or maintenance

SECTION 2 - REGULATIONS, CONT'D.

2.14 Service Connections and Equipment on Customer's Premises, (cont'd.)

2.14.6 The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.

2.14.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

2.14.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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SECTION 2 - REGULATIONS, CONT'D.

2.14 Service Connections and Equipment on Customer's Premises, (cont'd.)

2.14.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.14.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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SECTION 2 - REGULATIONS, CONT'D.

2.15 Obligations of the Customer

The Customer shall be responsible for:

2.15.1 The payment of all applicable charges as set forth in this tariff.

2.15.2 Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.15.3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;

2.15.4 Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

2.15.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.15 Obligations of the Customer, (cont'd.)

2.15.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;

2.15.7 Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

2.15.8 Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.

2.15.9 Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.

2.15.10 The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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SECTION 2 - REGULATIONS, CONT'D.

2.16 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.16.1 Customer Liability for Fraud and Unauthorized Use of the Network

- .1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- .2 A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- .3 The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

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SECTION 2 - REGULATIONS, CONT'D.

2.16 Customer Liability for Unauthorized Use of the Network, (cont'd.)

- .4 **The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.**

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - REGULATIONS, CONT'D.**2.17 Maintenance and Testing**

2.17.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

2.17.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

2.18 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, CONT'D.

2.19 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES

3.1 General

ComScape is a reseller of local exchange service company providing basic local exchange communications services throughout Florida.

ComScape's rates and services are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for ComScape's provision of local exchange service.

Customers are billed based on their use of ComScape's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call, time of day, day of week, and/or call duration.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.2 Time of Day Rate Periods, Cont'd.

3.2.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including.

	MON	TUES	WED	THUR	FRI	SAT	SUN
7:00 AM TO 6:00 PM*	PEAK PERIOD						
6:00 PM TO 7:00 AM*	OFF-PEAK PERIOD						

* Up to but not including.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.3 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. ComScape uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communication Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA No 4.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.
- Step 2:** Obtain the difference between the "V" coordinates. 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 originating and terminating locations of the call.

Formula:

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

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.4 Rate Periods for Time of Day Sensitive Services

3.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to, but not including.

3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.5 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.5.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.5.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.5.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.5.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.5.5 All times refer to local time.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 Service Order and Change Charges

The charges specified in this Section are for the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities.

3.6.1 BellSouth Calling Area

.1 General

Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge - Applies per line to miscellaneous Customer requested changes on existing service for, but not limited to, number changes and suspend/restore.

Secondary Service Charge - Applies per Customer request for the receiving, recording, and processing of Customer requests to change services or add new or additional services.

Premises Work Charge - A nonrecurring charge based on the labor time and miscellaneous material required to perform Customer requested work.

Customer Request - The term "per customer request" is defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.5 Service Order and Change Charges, Cont'd.****3.5.1 BellSouth Calling Area, Cont'd.****.2 Rates and Charges**

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line, per customer request	\$40.00	\$56.00
Additional Line, each	\$12.00	\$12.00
Line Change Charge		
First Line, per customer request	\$23.00	\$38.00
Additional Line, each	\$11.00	\$11.00
Secondary Service Charge, per customer request, each	\$10.00	\$19.00
Premises Work Charge		
First 15 minute or fraction thereof	\$25.00	\$28.00
Each addition 15 minute increment or fraction thereof	\$9.00	\$9.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.5 Service Order and Change Charges, Cont'd.****3.5.2 GTE Calling Area****.1 General**

Except as provided hereinafter, a charge is applicable for each separate work function performed in connection with the provision of Service

Network Access Charge - Applies on a "per order basis and is applicable for receiving, recording, and processing a Customer's order for installation, moves, or changes.

The telephone number change charge applies to each change of telephone number or change of service arrangement requiring a telephone number change made at the request of a subscriber and is in addition to the network access change charge.

.2 Rates and Charges

	<u>Residence</u>	<u>Business</u>
Network Access, each Establishment Change	\$20.00 \$11.00	\$33.90 \$14.00
Central Office Line Connection, each line	\$35.00	\$35.00
Premises Visit	\$35.00	\$35.00
Telephone Number Change, each	\$9.00	\$9.00
Restoration of Service	\$18.00	\$18.00
Seasonal Service Establishment Charge, per number restored	\$18.00	\$18.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.5 Service Order and Change Charges, Cont'd.

3.5.2 Sprint - Central and United Telephone Calling Areas

.1 General

Service Ordering Charge (Primary and Secondary) - applies per customer request for work performed by the Company to be completed for the same account at the same premises, on the same date.

Access Line Charge - applies for work associated with the line extending from the serving central office to the customer's demarcation point.

Premises Visit Charge - applies for a visit to the customer's premises for customer-requested rearrangement of drop wire, protector and/or Telephone Network Interface device (TNI).

Premises Work Charge - includes work performed on the customer's premises other than work required to establish network access.

Record Change Charge - applies for changing directory listings at the customer's request.

Restore Charge - applicable to restoration of service following a temporary suspension of service whether at customer's request or for nonpayment of charges.

Trouble Location Charge - applies when a report of trouble results in a visit to the customer's premises and the trouble is found on the customer's side of the demarcation point in customer owned CPE or customer owned inside wire.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.5 Service Order and Change Charges, Cont'd.****3.5.2 Sprint - Central and United Telephone Calling Areas, Cont'd.****.2 Rates and Charges - Central Telephone**

	<u>Residence</u>	<u>Business</u>
Service Ordering Charges		
Primary associated with Access Line	\$20.00	\$30.00
Secondary	\$12.00	\$14.00
Access Line Charge, each line	\$30.00	\$35.00
Premises Visit Charge	\$21.00	\$30.00
Telephone Number Change, including Service ordering charge, each	\$9.50	\$11.50
Restore Service	\$15.00	\$15.00
Trouble Location Charge, per visit	\$35.00	\$35.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.5 Service Order and Change Charges, Cont'd.****3.5.2 Sprint - Central and United Telephone Calling Areas, Cont'd.****.3 Rates and Charges - United Telephone**

	<u>Residence</u>	<u>Business</u>
Service Ordering Charges		
Primary associated with Access Line	\$20.00	\$25.00
Secondary	\$9.50	\$16.00
Access Line Charge, each line	\$30.00	\$35.00
Premises Visit Charge	\$10.00	\$10.00
Premises Work Charge, per ¼ hour or fraction thereof	\$12.00	\$12.00
Record Change Charge	\$5.00	\$5.00
Telephone Number Change, including Service ordering charge, each	\$9.50	\$11.50
Restore Service	\$15.00	\$20.00
Trouble Location Charge, per visit	\$35.00	\$35.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 ComScape Local Exchange Services

3.6.1 General

Local calling refers to calls placed to telephone numbers where toll charges do not apply. This includes calls placed within an exchange as well as between two or more exchanges that are part of the local calling area.

ComScape Local Exchange Service is made available by reselling local calling services and optional line features that are provided by authorized Local Exchange Carriers. ComScape Local Exchange Service provides the Customer with the ability to originate calls from and terminate calls to all other active stations on the public switched telecommunications network. Monthly Recurring Charges will be applied in advance. Usage charges, if applicable, are billed in arrears. A nonrecurring Service Order Charge applies to each new local exchange line installation.

ComScape Local Exchange Service is available to both residential and single and multi-line business Customers and is furnished subject to the availability of the Local Exchange Carrier's facilities.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 Network Switched Service, Cont'd.

3.6.2 Rate Group Descriptions

.1 BellSouth Areas

<u>Rate Group</u>	<u>Upper limits of Total Exchange Access Lines and PBX Trunks</u>
1	2,000
2	7,000
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000

The groups are based on rate groups as defined in BellSouth's General Subscriber Tariff Section A3.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.2 Rate Group Descriptions, Cont'd.****.2 GTE Areas**

<u>Rate Group</u>	<u>Upper limits of Total Exchange Access Lines and PBX Trunks</u>
1	50,000
2	90,000
3	170,000
4	300,000
5	Unlimited

The groups are based on rate groups as defined in GTE's General Services Tariff Section A3.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 Network Switched Service, Cont'd.

3.6.2 Rate Group Descriptions, Cont'd.

3 Sprint - Centel Areas

<u>Rate Group</u>	<u>Upper limits of Total Exchange Access Lines and PBX Trunks</u>
1	8,000
2	16,000
3	32,000
4	64,000
5	128,000
6	Unlimited

he groups are based on rate groups as defined in Sprint-Florida's General
Subscriber Tariff Section A3.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 Network Switched Service, Cont'd.

3.6.2 Rate Group Descriptions, Cont'd.

.4 Sprint - United Telephone Areas

<u>Rate Group</u>	<u>Upper limits of Total Exchange Access Lines and PBX Trunks</u>
1	20,000
2	50,000
3	100,000
4	200,000
5	400,000
6	Unlimited

The groups are based on rate groups as defined in Sprint-Florida's General Subscriber Tariff Section A3.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.3 Classes of Service****.1 Flat Rate Service**

Flat Rate Service is a local service for which a fixed charge is assessed regardless of the number of local messages completed.

.2 Message Rate Service

Message Rate Service is a local service based on a fixed monthly rate for which a call allowance is included. Calls made above that allowance are billed a per call rate. Message rate charges will not apply to calls to Company customer service or repair, Directory Assistance or 911 emergency service. Regular Directory Assistance charges will apply as specified in this tariff.

BellSouth territory: Messages in excess of the monthly message allowance are \$0.10 and \$0.12 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and 75 messages for Residential lines and Business lines, respectively.

Applicable to service in areas where GTE is the ILEC. The messages in excess of the monthly message allowance are \$0.10 and \$0.10 per message for Residential and Business lines, respectively. The monthly message allowance is 30 and -0- messages for Residential lines and Business lines, respectively.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges****.1 BellSouth Areas - Rate Groups 1-6**

Service Type	Rate Groups 1-6					
	1	2	3	4	5	6
Residential Flat Rate	\$ 7.30	\$ 7.70	\$ 8.10	\$ 8.40	\$ 8.80	\$ 9.15
Residential Message Rate Up to 30 Call Allowance	4.38	4.62	4.86	5.04	5.28	5.49
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Business, Flat Rate	19.80	20.80	21.90	22.90	23.85	24.90
Business Message Rate Up to 75 Call Allowance	14.71	15.46	16.29	17.04	17.75	18.54
Per Call, past the 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12
Business Rotary, add'l per line	6.50	6.83	7.19	7.52	7.83	8.17

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges, Cont'd.****.1 BellSouth ("Bell") Areas - Rate Groups 7-12**

Service Type	Rate Groups 7-12					
	7	8	9	10	11	12
Residential Flat Rate	\$ 9.50	\$ 9.80	\$ 10.05	\$ 10.30	\$ 10.45	\$ 10.65
Residential Message Rate Up to 30 Call Allowance	5.70	5.88	6.03	6.18	6.27	6.39
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Business, Flat Rate	25.75	26.60	27.40	28.00	28.60	29.10
Business Message Rate Up to 75 Call Allowance	19.18	19.81	20.41	20.86	21.31	21.69
Per Call, past the 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12
Business Rotary, Add'l per line	8.45	8.73	9.00	9.19	9.39	9.55

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges, Cont'd.****.2 GTE Areas - Rate Groups 1-5**

Service Type	Rate Groups 1-6				
	1	2	3	4	5
Residential Flat Rate	\$ 9.51	\$ 10.41	\$ 10.86	\$ 11.36	\$ 11.81
Residential Message Rate Up to 30 Call Allowance	6.01	6.91	7.00	7.00	7.00
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10
Residential * Rotary, Flat	13.78	14.68	15.13	15.63	16.08
Business, Flat	23.95	26.25	27.45	28.70	29.90
Business Message Rate and per call	17.67 0.10	17.67 0.10	17.67 0.10	17.67 0.10	17.67 0.10
Business Rotary, Flat	34.97	37.27	38.47	39.72	40.92

* Residential rotary line service is limited to three (3) lines in rotary. If more than three (3) lines in rotary are required, the Business rotary line rates will apply to all lines in rotary.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges, Cont'd.****3 Sprint-Centel ("Centel") Areas - Rate Groups 1-6**

Service Type	Rate Groups 1-6					
	1	2	3	4	5	6
Residential Flat Rate	\$ 7.40	\$ 7.85	\$ 8.25	\$ 8.70	\$ 9.15	\$ 9.65
Residential Message Rate Up to 30 Call Allowance	3.00	3.00	3.00	3.00	3.00	3.00
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Residential Rotary, Flat Rate	11.10	11.75	12.40	13.00	13.75	14.50
Business, Flat Rate	16.65	17.65	18.55	19.60	20.60	21.75
Business Message Rate	N/A	N/A	N/A	N/A	N/A	N/A
Business Rotary, Flat Rate	25.00	26.50	27.85	29.40	30.90	32.65

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges, Cont'd.****.4 Sprint-United Telephone ("UTF") Areas - Rate Groups 1-6**

Service Type	Rate Groups 1-6					
	1	2	3	4	5	6
Residential Flat Rate	\$ 6.47	\$ 7.22	\$ 7.98	\$ 8.73	\$ 9.48	\$ 10.23
Residential Message Rate Up to 30 Call Allowance	3.00	3.00	3.00	3.00	3.00	3.00
Per Call, past the 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Residential Rotary, Flat Rate	9.98	11.19	12.34	13.49	14.65	15.85
Business, Flat Rate	15.20	16.96	18.71	20.47	22.28	24.03
Business Message Rate	N/A	N/A	N/A	N/A	N/A	N/A
Business Rotary, Flat Rate	23.27	25.97	28.68	31.39	34.10	36.81

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.4 Monthly Recurring Charges, Cont'd.****(A) Residential Service, per line**

	<u>Incumbent Local Exchange Area</u>			
	<u>Bell</u>	<u>GTE</u>	<u>Centel</u>	<u>UTF</u>
Touch Tone	n/c	n/c	\$1.00	\$1.00
FCC Charge	\$3.50	\$3.50	\$3.50	\$3.50
Hearing and Speech Surcharge	\$0.12	\$0.12	\$0.12	\$0.12

(B) Business Service, per line

	<u>Incumbent Local Exchange Area</u>			
	<u>Bell</u>	<u>GTE</u>	<u>Centel</u>	<u>UTF</u>
Touch Tone	n/c	n/c	\$1.00	\$1.00
FCC Charge	\$3.50	\$3.50	\$3.50	\$3.50
Hearing and Speech Surcharge	\$0.12	\$0.12	\$0.12	\$0.12

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.5 Nonrecurring Charges****(A) Residential Service, per line**

Type of Service	INCUMBENT LOCAL EXCHANGE AREA			
	Bell	GTE	Centel	UTF
Basic Line	\$55.00	\$55.00	\$50.00	\$50.00
Second Line, Same order as basis	\$12.00	\$55.00	\$30.00	\$30.00
Second Line, Added Later	\$40.00	\$55.00	\$50.00	\$50.00
Premise Visit trip charge (1 st 15 minutes)	\$25.00	\$35.00	\$21.00	\$10.00
(Each Additional 15 minutes)	\$9.00	N/C	\$30.00	\$12.00
Telephone Number Change	\$23.00	\$20.00	\$9.50	\$9.50
Restore Service	\$23.00	\$36.00	\$15.00	\$15.00
Trouble Location	\$35.00	\$35.00	\$35.00	\$35.00
Primary IXC change	\$5.40	5.00	\$4.80	\$4.80

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.5 Nonrecurring Charges, Cont'd.****(B) Business Service, per line**

Type of Service	INCUMBENT LOCAL EXCHANGE AREA			
	Bell	GTE	Centel	UTF
Basic Line	\$56.00	\$68.90	\$65.00	\$60.00
Second Line, Same order as basis	\$12.00	\$68.90	\$35.00	\$35.00
Second Line, Added Later	\$56.00	\$68.90	\$65.00	\$60.00
Premise Visit trip charge (1 st 15 minutes)	\$28.00	\$35.00*	\$21.00	\$10.00
(Each Additional 15 minutes)	\$9.00	N/C	\$30.00	\$12.00
Telephone Number Change	\$38.00	\$23.00	\$11.50	\$11.50
Restore Service	\$38.00	\$36.00	\$15.00	\$20.00
Trouble Location	\$35.00	\$35.00	\$35.00	\$35.00
Primary IXC change	\$1.49	\$5.00	\$4.80	\$4.80

* The premise visit charge is \$35.00 and is not variable upon the duration of the visit.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.6 Network Switched Service, Cont'd.****3.6.6 Extended Area Dialing Plans**

Extended Area Dialing Plans allow Customers to extend their basic exchange service to include adjacent exchanges within a certain mile radius to be included on a calling plan.

- 1 Extended Calling Service (ECS) provides usage based pricing for Customer dialed or operator assisted calls to selected exchanges within the Customer's LATA. Per message charges are billed in one (1) minute increments and fractional minutes are rounded up to the nearest whole minute. Specific available routes are found in BellSouth's General Subscriber Service Tariff Section A3, GTE's General Services Tariff, and Sprint-Florida, Inc.'s General Exchange Tariff Section A3. The charges for this service are as follows:

Type of Service	INCUMBENT LOCAL EXCHANGE AREA			
	Bell	GTE	Centel	UTF
Residential - Per message charge	\$0.25	\$0.25	\$0.20	\$0.25
Residential - per minute charge	N/C	\$N/C	\$N/C	N/C
Business - per minute, 1 st minute	\$0.10	\$0.06	\$0.10	\$0.10
Business - per minute, add'l. minute	\$0.06	\$0.06	\$0.06	\$0.06
Business per message charge	N/C	\$0.04	N/C	N/C

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.6 Network Switched Service, Cont'd.

3.6.6 Extended Area Dialing Plans, Cont'd.

- .2 **Optional Extended Local Calling (OELC) permits exchange Customers to place and receive unlimited toll-free calls to and from the selected exchange which is outside the Customer's normal local calling area for a flat monthly rate in addition to the applicable monthly local exchange rate. Customers who subscribe to OELC are entitled to one listing in the selected exchange directory at no charge. The directory listing will contain sufficient wording in each exchange's directory to advise callers that the OELC Customer can be called toll-free. Specific available routes and calling plan rates are found in BellSouth's General Subscriber Service Tariff Section A3 and Sprint-Florida, Inc.'s General Exchange Tariff Section A3. OELC is not a service offering in GTE service territory.**

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.7 Custom Calling Features**

Customers of the Company may obtain central office based functions which are auxiliary to call processing. The availability of these features are dependent upon the central office which services the Customer's location. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.7.1 Residential Service**Monthly Recurring Charges:**

Feature	Incumbent Local Exchange Area			
	Bell	GTE	Centra 1	UTF
Call Forwarding	\$3.00	\$2.50	\$3.00	\$3.00
Call Forwarding Busy Line - Fixed	\$1.00	--	\$1.00	\$1.00
Call Forwarding Don't Answer - Fixed	\$1.00	--	\$1.00	\$1.00
Call Forward with Remote Activation	\$5.20	--	\$1.75	\$1.75
Call Forwarding Busy Line - Cust. Contrl.	\$3.00	--	\$1.00	\$1.00
Call Forwarding Don't Answer - Cust. Contrl.	\$3.00	--	\$1.00	\$1.00
Three Way Calling, per line	\$4.00	\$3.50	\$3.00	\$3.00
Three Way Calling, per use	\$0.75	\$0.75	\$0.75	\$0.75
Call Waiting	\$4.10	--	\$4.00	\$4.00
Speed Dialing (8 code)	\$2.00	\$2.50	\$2.00	\$2.00
Speed Dialing (30 code)	\$3.00	\$3.50	n/a	n/a

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.7 Custom Calling Features, Cont'd.****3.7.2 Business Service****Monthly Recurring Charges:**

Feature	Incumbent Local Exchange Area			
	Bell	GTE	Centra l	UTF
Call Forwarding	\$4.00	\$4.00	\$4.50	\$4.50
Call Forwarding Busy Line - Fixed	\$3.25	--	\$1.00	\$1.00
Call Forwarding Don't Answer - Fixed	\$3.25	--	\$1.00	\$1.00
Call Forward with Remote Activation	\$9.00	--	\$2.50	\$2.50
Call Forwarding Busy Line - Cust. Contrl.	\$6.25	--	\$1.00	\$1.00
Call Forwarding Don't Answer - Cust. Contrl.	\$6.25	--	\$1.00	\$1.00
Three Way Calling, per line	\$4.00	\$4.00	\$4.00	\$4.00
Three Way Calling, per use	\$0.75	\$0.75	\$0.75	\$0.75
Call Waiting	\$5.80	\$5.00	\$5.00	\$5.00
Speed Dialing (8 code)	\$3.00	\$2.50	\$3.00	\$3.00
Speed Dialing (30 code)	\$5.00	\$3.50	n/a	n/a

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.8 Advanced Custom Calling Services**

Advanced Custom Calling Services provided for in this Section are provided to Customers served by appropriately equipped electronic central offices. A feature cannot be successfully activated unless both the called and calling parties are served by, and the call is routed through, appropriately equipped electronic central offices.

Variations in central office equipment and the activation of other central office features by the called or calling party may cause differences in the availability and / or operation of individual features.

3.8.1 Residential Service**Monthly Recurring Charges:**

Feature	Incumbent Local Exchange Area			
	Bell	GTE	Centra I	UTF
Call Return, per line	\$4.00	\$5.00	\$4.00	\$4.00
Call Return, per activation	\$0.75	\$0.75	\$0.75	\$0.75
Repeat Dialing, per line	\$4.00	\$5.00	\$3.00	\$3.00
Repeat Dialing, per activation	\$0.75	\$0.75	\$0.75	\$0.75
Call Block	\$4.00	\$3.00	\$3.00	\$3.00
Call Selector/VIP Alert	\$4.00	\$3.00	\$3.00	\$3.00
Call Trace, per line	\$4.00	\$5.00	n/a	n/a
Call Trace, per successful activation	\$3.50	\$3.50	\$4.00	\$4.00
Caller ID - Number	\$6.00	\$7.00	\$7.00	\$7.00
Caller ID - Name and Number	\$7.50	\$7.95	\$7.50	\$7.50
Anonymous Call Rejection	\$3.00	\$1.00	\$4.00	\$4.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.8 Advanced Custom Calling Services, Cont'd.****3.8.2 Business Service****Monthly Recurring Charges:**

Feature	Incumbent Local Exchange Area			
	Bell	GTE	Centra I	UTF
Call Return, per line	\$5.00	\$6.00	\$4.50	\$4.50
Call Return, per activation	\$0.75	\$0.75	\$0.75	\$0.75
Repeat Dialing, per line	\$4.50	\$6.00	\$3.50	\$3.50
Repeat Dialing, per activation	\$0.75	\$0.75	\$0.75	\$0.75
Call Block	\$4.50	\$4.00	\$3.50	\$3.50
Call Selector/VIP Alert	\$4.50	\$4.00	\$3.50	\$3.50
Call Trace, per line	\$5.00	\$6.00	n/a	n/a
Call Trace, per successful activation	\$3.50	\$3.50	\$4.00	\$4.00
Caller ID - Number	\$10.00	\$10.00	\$10.00	\$10.00
Caller ID - Name and Number	\$9.99	\$11.50	\$10.00	\$10.00
Anonymous Call Rejection	\$4.00	\$1.00	\$4.00	\$4.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.9 Remote Call Forwarding**

Remote Call Forwarding (RCF) is a service whereby a call placed from a station to an RCF telephone number in one exchange is automatically forwarded by the Company's central office equipment to another station designated by the RCF Customer. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call. This service is offered subject to availability of suitable facilities.

The Company does not guarantee identification of the originating telephone number to the RCF Customer. Service is only available where the terminating station line has incoming-call dial capability. RCF is not offered where the terminating station line services a pay telephone. RCF is not suitable for satisfactory transmission of data. One directory listing in the Alphabetical Directory is provided without charge.

No assurance can be given that transmission will be fully satisfactory during operation of RCF. In the event of poor transmission, the liability of the Company will not exceed the amount of the applicable charge, if any for the call.

Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement as specified in this tariff.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.9 Remote Call Forwarding, Cont'd.****3.9.1 Rates and Charges**

The following charges are for the RCF feature only and are in addition to applicable charges for the service with which it is used. Appropriate message charges apply. Service Ordering and Line Connection charges apply.

.1	BellSouth Area	<u>Monthly Rate</u>
	Per feature arranged for other than local calling	\$ 12.00
	Per feature arranged for local calling	\$ 12.00
	Per additional access facility	\$ 12.00
.2	GTE Area	<u>Monthly Rate</u>
	Per feature arranged for other than local calling	\$ 16.00
	Per feature arranged for local calling	\$ 16.00
	Per additional access facility	\$ 16.00
.3	Sprint - Central Telephone Area	<u>Monthly Rate</u>
	Per feature	\$ 17.60
.4	Sprint - United Telephone Area	<u>Monthly Rate</u>
	Per feature	\$ 23.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.10 Call Screening Service

Call Screening enables Customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. Customers may block originating 1+, 101XXXX 1+, 10XXX 1+, and 900 service calls. Additionally, specific screening information from the originating line is sent to the operator to prevent operator assisted calls from being billed to the Customer's line.

Service is furnished only where facilities permit.

Subscribing to this service does not relieve Customers of responsibility for calls charged to their numbers.

The codes shown for this service are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

3.10.1 Rates and Charges

	Incumbent Local Exchange Area			
	Bell	GTE	Centra I	UTF
Per Line	\$1.50			

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.11 Message Toll and Operator Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any intraLATA central office exchanges, areas, and zones outside of the Customer's Local Calling Area..

3.11.1 Usage Rates

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

3.11.2 Operator Assisted Toll

A. Per Call Service Charge

In addition to applicable usage charges, a service charge applies to each call completed with operator assistance. When more than one service charge would apply, only the greater charge is applied.

B. Operator Dialed Surcharge

Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating telephone number.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 Message Toll and Operator Service, Cont'd.****3.11.3 Rates and Charges - BellSouth Area****.1 Residence Usage Rates**

Mileage Band	Peak		Off-Peak	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0210	\$0.0210	\$0.0126	\$0.0126
11-22	\$0.0210	\$0.0210	\$0.0126	\$0.0126
23-55	\$0.0210	\$0.0210	\$0.0126	\$0.0126
56-124	\$0.0210	\$0.0210	\$0.0126	\$0.0126
125-292	\$0.0210	\$0.0210	\$0.0126	\$0.0126

.2 Business Usage Rates

Mileage Band	Peak		Off-Peak	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0249	\$0.0249	\$0.0149	\$0.0149
11-22	\$0.0249	\$0.0249	\$0.0149	\$0.0149
23-55	\$0.0249	\$0.0249	\$0.0149	\$0.0149
56-124	\$0.0249	\$0.0249	\$0.0149	\$0.0149
125-292	\$0.0249	\$0.0249	\$0.0149	\$0.0149

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 Message Toll and Operator Service, Cont'd.****3.11.3 Rates and Charges - BellSouth Area, Cont'd.****.3 Operator Assisted Charges****A. Per Call Service Charge**

Station-to-Station	
Dial Calling Card	\$0.75
Operator Assisted	\$1.26

Person-to-Person	\$2.98
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B. Operator Dialed Surcharge

Per Call Surcharge:	\$0.60
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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 Message Toll and Operator Service, Cont'd.****3.11.4 Rates and Charges - GTE Area****.1 Residence Usage Rates**

Mileage Band	Peak		Off-Peak	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0190	\$0.0190	\$0.0110	\$0.0110
11-22	\$0.0190	\$0.0190	\$0.0110	\$0.0110
23-55	\$0.0190	\$0.0190	\$0.0110	\$0.0110
56-124	\$0.0190	\$0.0190	\$0.0110	\$0.0110

.2 Business Usage Rates

Mileage Band	Peak		Off-Peak	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0190	\$0.0190	\$0.0110	\$0.0110
11-22	\$0.0190	\$0.0190	\$0.0110	\$0.0110
23-55	\$0.0190	\$0.0190	\$0.0110	\$0.0110
56-124	\$0.0190	\$0.0190	\$0.0110	\$0.0110

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.11 Message Toll and Operator Service, Cont'd.

3.11.3 Rates and Charges - GTE Area, Cont'd.

.3 Operator Assisted Charges

B. Per Call Service Charge

Station-to-Station	
Dial Calling Card	\$0.75
Operator Assisted	\$1.50
Person-to-Person	\$3.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 Message Toll and Operator Service, Cont'd.****3.11.5 Rates and Charges - United Telephone Area****.1 Residence Usage Rates**

Mileage Band	Day		Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0240	\$0.0010	\$0.0204	\$0.0009	\$0.0144	\$0.0006
11-22	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
23-55	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
56-124	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
125-292	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126

.2 Business Usage Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0240	\$0.0010	\$0.0204	\$0.0009	\$0.0144	\$0.0006
11-22	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
23-55	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
56-124	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126
125-292	\$0.0240	\$0.0210	\$0.0204	\$0.0179	\$0.0144	\$0.0126

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.11 Message Toll and Operator Service, Cont'd.

3.11.3 Rates and Charges - United Telephone Area, Cont'd.

.3 Operator Assisted Charges

(A) Per Call Service Charge

Station-to-Station	
Dial Calling Card	\$0.90
Operator Assisted	\$1.10
Person-to-Person	\$2.50

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.**3.11 Message Toll and Operator Service, Cont'd.****3.11.6 Rates and Charges - Central Telephone Area****.1 Residence Usage Rates**

Mileage Band	Day		Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0170	\$0.0070	\$0.0145	\$0.0060	\$0.0102	\$0.0042
11-22	\$0.0180	\$0.0140	\$0.0153	\$0.0119	\$0.0108	\$0.0084
23-55	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
56-124	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
125-292	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120

.2 Business Usage Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec	1st 6 sec.	Add'l. 6 sec
0-10	\$0.0170	\$0.0070	\$0.0145	\$0.0060	\$0.0102	\$0.0042
11-22	\$0.0180	\$0.0140	\$0.0153	\$0.0119	\$0.0108	\$0.0084
23-55	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
56-124	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120
125-292	\$0.0240	\$0.0200	\$0.0204	\$0.0170	\$0.0144	\$0.0120

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, CONT'D.

3.11 Message Toll and Operator Service, Cont'd.

3.11.3 Rates and Charges - Centel Area, Cont'd.

.3 Operator Assisted Charges

A. Per Call Service Charge

Station-to-Station	
Dial Calling Card	\$0.90
Operator Assisted	\$1.10
Person-to-Person	\$2.50

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

4.1.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.1.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

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SECTION 4 - MISCELLANEOUS SERVICES, CONT'D.**4.1 Listing Services, Cont'd.****4.1.3 Rates and Charges****.1 Residential**

	Incumbent Local Exchange Area			
	Bell	GTE	Centra	UTF
Non-Published Number, per line	\$1.65	\$2.00	\$2.30	\$2.30
Non-Listed Number, per line	\$0.70	\$1.10	\$0.95	\$0.95
Additional Listing, per listing	\$1.20	\$0.95	\$1.25	\$1.25

.2 Business

	Incumbent Local Exchange Area			
	Bell	GTE	Centra	UTF
Non-Published Number, per line	\$1.65	\$2.00	\$2.30	\$2.30
Non-Listed Number, per line	\$0.70	\$1.10	\$0.95	\$0.95
Additional Listing, per listing	\$1.20	\$1.25	\$1.25	\$1.25

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SECTION 4 - MISCELLANEOUS SERVICES, CONT'D.**4.2 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Residential and Business Customer will receive three (3) free directory assistance calls during each billing cycle. No credit will be given for any unused portion of the customer's allowance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

4.2.1 Rates and Charges

- .1 Within the local calling area for the originating line

	Incumbent Local Exchange Area			
	Bell	GTE	Centra	UTF
Directory Assistance, per call	\$0.25	\$0.40	\$0.45	\$0.45

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SECTION 4 - MISCELLANEOUS SERVICES, CONT'D.

4.3 Telecommunications Relay Service

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. 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 call surcharge.

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SECTION 4 - MISCELLANEOUS SERVICES, CONT'D.

4.4 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.

4.5 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. ComScape 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.

4.6 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.

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