

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

ORIGINAL

FACSIMILE

(202) 955-9792

DIRECT LINE (202) 955-9781

E MAIL bhughes@kelleydrye.com

NEW YORK, NY

LOS ANGELES, CA

MIAMI, FL

CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES

BANGKOK, THAILAND

JAKARTA, INDONESIA

MANILA, THE PHILIPPINES

MUMBAI, INDIA

TOKYO, JAPAN

March 26, 1999

990388-T1

VIA OVERNIGHT DELIVERY

Ms. Blanco Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Application of Concert Communications Sales LLC

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and 12 copies of Concert Communications Sales LLC's Application for authority to provide intrastate interexchange service on a resold basis.

Enclosed please also find a duplicate copy of this filing and a self-addressed stamped envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to call me if you have any questions.

Respectfully submitted,

Brian D. Hughes

Enclosures

MAIL ROOM
ADMINISTRATION
MAY 29 10 03 AM '99

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

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

01001 MAR 29 99

FPSC-RECORDS/REPORTING

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

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E-MAIL bdhughes@kelleydrye.com

DEPOSIT

DATE

D113

MAR 29 1999

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RECEIVED
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FIRST UNION NATIONAL BANK
WASHINGTON, DC

05358

KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
WASHINGTON, DC 20036

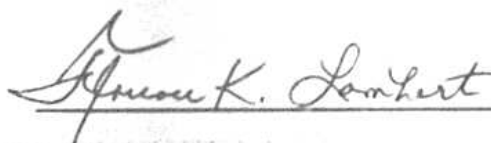
March 26, 1999

PAY TO THE ORDER OF Florida Public Service Commission

\$ 250.00

Two-Hundred and fifty-----00/100-----DOLLARS

MEMO Filing fee 007854.003



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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

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

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
101 East Gaines Street
Tallahassee, Florida 32399-086
(904) 488-1280

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

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

DOCUMENT NUMBER - DATE

04004 MAR 29 88

FPSC-RECORDS/REPORTING

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

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

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carriers. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

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

Concert Communications Sales LLC
(hereafter "Applicant" or "CCS")

Please see Attachment A, appended hereto.

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

Same.

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

Concert Communications Sales LLC
Reston Town Center
11921 Freedom Drive
Reston, Virginia 20190.

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

Applicant does not have a Florida office.

7. Structure of organization;

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

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

Not applicable.

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

9. If incorporated, please give:

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

Please see Attachment B, appended hereto.

Document number: M99000000420

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

**Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301**

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

Not applicable.

Fictitious name registration number:

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

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

None.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None, provided however, the above-listed parties may have held de minimus amounts of stock in Florida certificated companies in the ordinary course of their private investments.

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

(a) The Application;

**Joan M. Griffin
Brian D Hughes
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, DC 20036
(202) 955-9600
(202) 955-9792 facsimile**

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

**Maria Silveira
Concert Communications Sales LLC
11921 Freedom Drive
Reston, Virginia 20190
(703) 467-2563
(703) 707-4080 facsimile**

(c) Tariff;

**Joan M. Griffin
Brian D Hughes
Kelley Drye & Warren LLP
1200 19th Street, N.W., Suite 500
Washington, DC 20036
(202) 955-9600
(202) 955-9792 facsimile**

- (d) Complaints/Inquiries from customers;

Customers with complaints or billing inquiries may contact the Applicant at its toll free number, (877) 428-2862.

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

None.

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

Applicant intends to file concurrently applications for certification as an interexchange carrier in approximately 35 states. CCS intends to obtain authorization, where required, throughout the United States.

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

None.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved -

None.

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

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

Applicant anticipates that it may provide bulk capacity to other certificated telephone companies in connection with large international service arrangements.

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: <u>bulk capacity</u> | | |

13. Do you have a marketing program?

Yes. Applicant will market its services to large multinational corporations. Applicant intends to serve the Florida intrastate telecommunications needs of such

corporations in conjunction with providing comprehensive international communications services. Applicant will market its services by utilizing in-house sales representatives employed by CCS, its affiliates, or its distributors. Applicant does not expect to market its services to the general public.

14. Will your marketing program:

Please see Applicant's response to the previous question. In-house sales representatives will likely be compensated both as employees and through sales incentives.

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

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

Any compensation for marketing of Applicant's services will be paid to its employees or the employees of its distributors.

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

- | | |
|--|--|
| <input type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotel & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents. |
| <input type="checkbox"/> Other:(specify)_____ | |

17. Please provide the following (if applicable):

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

Yes, to the extent required by law.

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

End users will receive their bill from Applicant, with Applicant's name on the bill, although an affiliate of CCS may provide the actual underlying billing functions.

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

Please see Attachment C, appended hereto.

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

Please see Attachment D, appended hereto.

- MTS with distance sensitive per minute rates**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- MTS with route specific rates per minute**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- MTS for pay telephone service providers**
- Block-of-time calling plan (Reach out Florida, Ring America, etc.).**
- 800 Service (Toll free)**
- WATS type service (Bulk or volume discount)**
 Method of access is via dedicated facilities
 Method of access is via switched facilities
- Private Line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)
- Travel Service**
 Method of access is 950
 Method of access is 800
- 900 service**
- Operator Services**
 Available to presubscribed customers
 Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.)
 Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

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

Applicant has not yet determined the exact nature of the highly individualized services it will provide its customers, and therefore, has not yet developed the relevant dialing protocols for such services. However, Applicant anticipates that end users will need only dial a minimal number of digits to initiate most of the services listed above.

21. _____ Other;

ATTACHMENTS:

- A - OWNERSHIP STATEMENT
- B - PROOF OF AUTHORITY TO OPERATE IN FLORIDA
- C - PROPOSED TARIFF
- D - DESCRIPTION OF SERVICES

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - FLORIDA TELEPHONE EXCHANGES and FACILITIES
- D - APPLICANT ACKNOWLEDGEMENT STATEMENT

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Not Applicable.

I, (TYPE NAME) _____,

(TITLE) _____, of (NAME OF COMPANY)

_____ and current

holder of certificate number _____, have reviewed this application and join

in the petitioner's request for a transfer of the above-mention certificate

UTILITY OFFICIAL: _____

Signature

_____ Date

_____ Title

_____ Telephone No.

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**

The applicant may however, seek deposits or advance payments in the future. Should it choose to do so, applicant will first obtain and file with the Commission a surety bond in the appropriate amount.

- () **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month (and must accompany application.).**

UTILITY OFFICIAL:

Cheryl Lynn Schneider
Signature

March 19, 1999
Date

Cheryl Lynn Schneider

Assistant Secretary, Manager
Title

703-707-4000
Telephone No.

**** APPENDIX C ****

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

Not applicable.

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

The Applicant does not have any switches at this time.

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

None.

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

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

Applicant seeks to provide service on a statewide basis. Accordingly, the Applicant seeks authority to originate service from all of the exchanges in Florida.

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

Applicant will rely upon its underlying carrier(s) to ensure compliance with the traffic restrictions contained in Commission Rule 25-24.471(4)(a).

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

If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:


Signature

March 19, 1999

Date

Cheryl Lynn Schneider

Assistant Secretary, Manager

Title

703-707-4000

Telephone No.

****APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX;** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:


Signature

March 19, 1999

Date

Cheryl Lynn Schneider

Assistant Secretary, Manager

Title

703-707-4000

Telephone No.

ATTACHMENT A

Concert Communications Sales LLC
Application for Local Exchange Authority
Attachment A

On July 26, 1998, British Telecommunications ("BT") and AT&T Corp. ("AT&T") announced that they would create a \$10 billion global venture (the "Global Venture") to serve the communications needs of multinational companies and the international calling needs of individuals and businesses around the world. AT&T is a New York corporation that provides domestic and international voice and data telecommunications services. Upon consummation of the transaction, Applicant will become a part of the Global Venture. Specifically it will become an indirect subsidiary of VLT Co. LLC, a joint venture in which AT&T and BT each will indirectly maintain a 50 percent ownership interest and share control. Consummation of the transaction is subject to receipt of various approvals from the Federal Communications Commission ("FCC") and other agencies. At present, the parties expect to consummate the transaction in July 1999. Applicant will notify the Commission in writing in the event the transaction is consummated and CCS becomes part of the Global Venture.

ATTACHMENT B



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 23, 1999

MARIA STEPHENS
CSC

Qualification documents for **CONCERT COMMUNICATIONS SALES LLC** were filed on March 23, 1999, and assigned document number **M99000000420**. Please refer to this number whenever corresponding with this office.

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

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

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

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 899A00014390

Account number: 072100000032

Account charged: 285.00

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Concert Communications Sales LLC
(Name of foreign limited liability company)
2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)
3. -----
(FEI number, if applicable)
4. February 22, 1999
(Date of Organization)
5. 30 years
(Duration: Year limited liability company will cease to exist or "perpetual")
6. Will begin upon approval.
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 11921 Freedom Drive
Reston, VA 20190
(Street address of principal office)

8. List name, title, and business address of each managing member[MGRM] or manager[MGR] who will manage the foreign limited liability company in Florida: (attach additional page if necessary)

NAME & ADDRESS:	TITLE:	NAME & ADDRESS:	TITLE:
_____	_____	See attachment.	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 99 MAR 23 AM 10:33

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS OF FOREIGN
LIMITED LIABILITY COMPANY**

The undersigned member or authorized representative of a member of Concert Communications Sales LLC certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the member(s) is \$ 1000.00 ;
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 0 ;
(A description of the property is attached and made a part hereto.)
and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 1000.00 ;
(This total includes amounts from 2 and 3 above.)

Cheryl Lynn Schneider
Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Cheryl Lynn Schneider
Typed or printed name of signee

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 MAR 23 AM 10:33

Filing Fee: \$250.00 for Application and Affidavit

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Concert Communications Sales LLC

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company

(Name)

1201 Hays Street

Florida street address

Post Office Box (NOT ACCEPTABLE)

Tallahass

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

By: Anthony F. Johnson

(Signature)

Filing Fee: \$ 35 for Designation of Registered Agent

**EXHIBIT 1
LISTING OF MANAGERS**

By a vote of the Member the following Managers were elected to operate the Company pursuant to Article 5 of the Agreement:

NAME:	ADDRESS:
Peter Macleod Chief Executive Manager	11921 Freedom Drive Reston, Virginia 20190
Steve Clutton Chief Financial Manager	11921 Freedom Drive Reston, Virginia 20190
William Flynn Tax Manager	11921 Freedom Drive Reston, Virginia 20190
Geoff Webster Secretary Manager	11921 Freedom Drive Reston, Virginia 20190
Geoffrey Beedham Assistant Secretary Manager	BT, 81 Newgate Street London, UK EC1A 7AJ
Cheryl Schneider Assistant Secretary Manager	11921 Freedom Drive Reston, Virginia 20190
Cindy Perkinson Assistant Secretary Manager	11921 Freedom Drive Reston, Virginia 20190
Kha Nguyen Assistant Secretary Manager	11921 Freedom Drive Reston, Virginia 20190
Michelle Gallagher Assistant Secretary Manager	11921 Freedom Drive Reston, Virginia 20190

The above listed Managers will serve in their capacities until they are removed for any reason by a vote of the Member as defined by Article 5 or upon their voluntary resignation.

Signed and Agreed this 16th day of March, 1999.



CONCERT GLOBAL NETWORKS (USA) INC.
Member

ATTACHMENT C

TITLE SHEETFLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Concert Communications Sales LLC, with principal offices at 11921 Freedom Drive, Reston, VA 20190. This price list applies for services furnished 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: March 29, 1999

Effective:

By:

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DC01/HUGHB/75793.1

CHECK SHEET

The sheets listed below, which are inclusive of this price list, 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 of the bottom of this sheet.

Sheet	Revision	Sheet	Revision
Title	Original	9	Original
1	Original	10	Original
2	Original	11	Original
3	Original	12	Original
4	Original	13	Original
5	Original	14	Original
6	Original	15	Original
7	Original	16	Original
8	Original	17	Original

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SYMBOLS SHEET

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another 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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SECTION 1. - GENERAL TARIFF INFORMATION**1.1. Tariff Format**

1.1.1. Sheet Numbering - Sheet numbers appear in the upper right hand corner of each sheet. Pages are numbered sequentially, when a new sheet is added between pages it will be numbered with an additional number preceded by a ". A sheet inserted between pages 10 and 11 would be sheet 10.1.

1.1.2. Revision Numbers - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file. For example, the 4th revised sheet 34 cancels the 3rd revised sheet 34. Because of deferrals, notice periods, etc., the most current sheet revision number on file is not always the tariff sheet in effect. Consult check sheets and supplements for the sheet currently in effect.

1.1.3. Numbering Sequence - There are nine levels of alpha-numeric numbering. Each level is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff. Alpha-numeric coding is used for paragraph identification. Each level is subservient to the previous higher number/letter. Following is the sequence used in this tariff.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
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- 2.1.1.A.1.(a)I.i(1)

1.1.4. 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The 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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SECTION 1. - GENERAL TARIFF INFORMATION (CONTINUED)

1.2. **Reference to Other Tariffs** - References made in this Tariff to other tariffs of this Company or to tariffs of other companies are to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

1.3. **Trademarks and Service Marks** - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of CCS.

Trademarks

Service Marks

1.4. **Application of the Tariff**

1.4.1. **General** - This tariff applies to the furnishing of Interexchange Service by Concert Communications Sales LLC (herein referred to as the "Company" or "CCS"). Services are furnished for the use of Customers in the transmission of communications in the State of Florida. In the event of any conflict between the provisions of this Tariff and the provisions of any Service Order submitted by the Customer to the Company, the provisions of this Tariff shall control to the extent required by law.

The provision of Interexchange Services are subject to existing regulations and terms and conditions specified in this tariff and the Company's other related tariffs, and may be revised by superceding filings.

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TECHNICAL TERMS AND ABBREVIATIONS

1.5. Definitions - Certain terms used generally throughout this Tariff are defined below. The terms defined in this Tariff include the plural as well as the singular. Unless otherwise expressly stated, the words "herein," "hereof," "hereunder" and other similar words refer to this Tariff as a whole and not to any particular subsection. The words "include" and "including" shall not be construed as terms of limitation.

Authorized User: A person, firm, corporation or any other entity approved by the Customer and the Company to use the Service furnished to the Customer.

Availability: The ability of a Connection to transmit and receive the Customer's voice, data and other electronic signals between the Network Termination Points at the ordered bit rate.

Charges: The rates and charges, including but not limited to Usage Charges, Monthly Charges, Special Construction Charges, Installation Charges and Termination Charges, assessed the Customer in accordance with this Tariff.

Commission: Public Service Commission of Florida

Communications Channel: A path for the transmission of communications between two or more points.

Company: Concert Communications Sales LLC

Company Equipment: Any telecommunications equipment owned or leased by the Company and that forms part of the Network, including any such Company Equipment situated at any Location, but excluding Customer Premises Equipment. Company Equipment also includes Company Facilities.

Company Facilities: Facilities, equipment, software or wiring supplied by or on behalf of the Company for the purpose of furnishing Service. Company Facilities do not include the facilities, equipment, software or wiring supplied by Other Facilities Suppliers.

Connection: A Communications Channel over which voice, data and other electronic signals can be transmitted by the Customer or User.

Customer: A person, firm, corporation or any other entity that orders Service and is responsible for the payment of Charges and compliance with the Company's regulations. A person, firm, corporation or any other entity that reasonably appears to be acting with the Customer's authority shall be deemed to be acting on behalf of the Customer.

Customer Premises: The Customer's or User's place(s) of business, residence or other location for the origination or termination of Service.

Customer-Premises Equipment ("CPE"): Equipment owned or leased by the Customer or Authorized User at a Location and connected to the Network on the Customer's or Authorized User's side of a Network Termination Point. CPE also includes Customer-Provided Equipment.

Customer-Provided Equipment: Facilities, equipment, software or wiring supplied by the Customer or User in connection with Service.

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TECHNICAL TERMS AND ABBREVIATIONS**1.5 Definitions - (continued)**

Demarcation Point: The point at which the Company Facilities are interconnected with Customer- Provided Equipment.

Dollars: United States Dollars

Due Date: The date that has been established for completion of the installation, change or disconnect of service component

Economy Period: 11:00 p.m. to 7:00 a.m. local time at the originating point of a communication.

Entity: Any corporation, public limited company, limited company, partnership, trust or other legal entity.

FCC: Federal Communications Commission.

Location: The premises owned or occupied by the Customer (or any Authorized User) that forms one end of a Location-Pair and at which a Network Termination Point is located.

Local Access and Transport Area (LATA): A geographic area established for the provision and administration of communications services. LATA locations can be found in NECA Tariff F.C.C. No. 4 as filed with the Federal Communications Commission in Washington DC.

Minimum Service Period: The minimum period that a Customer may subscribe to Service.

Monthly Charge: A flat charge assessed the Customer each month for the use of the Company's Service.

Network Interface Specifications: The specifications relating to the interface between the Network and any Customer-Premises Equipment attached to the Network.

Network Termination Point: A point representing the physical and management boundary between the Network and Customer Premises Equipment. The Network Termination Point is on the Network side of the Customer Premises Equipment.

Operational Service Date: The date when any Service, or any part of it, is first made available to the Customer by the Company or the date when the Customer first starts to use such Service (or any part of it), whichever date is the earlier.

Other Facilities Supplier: An entity other than the Company that provides facilities or services in connection with the Service furnished by the Company under this Tariff and not as a part of a joint undertaking with the Company to furnish Service under this Tariff.

Outage: A period during which Availability of a Connection during the Service Hours has ceased.

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TECHNICAL TERMS AND ABBREVIATIONS**1.5 Definitions - (continued)**

Point of Presence (POP): A physical location at which a local access channel, the public switched telephone network, or other Communications Channel interconnects with Company Facilities for the origination or termination of communications.

Rate Center: The specific geographical location used for determining mileage measurements designated by Vertical and Horizontal coordinates.

Rate Center Area: The area encompassed by the central office codes (NNXs) that are assigned to a rate center.

Scheduled Service Date: The date upon which Service is scheduled to commence.

Service: The telecommunications service or services offered by the Company under this Tariff.

Service Interruption: A period of time where a service is interrupted or unavailable for use by the Customer. An interruption or outage scheduled by the Company or beyond the Company's control is not considered a Service Interruption.

Service Order: The submission of a Company order form containing billing, technical and other descriptive information designed to enable the Company to furnish Service to the Customer.

Service Term: The period that the Customer subscribes to Service. The Service Term may be longer than the Minimum Service Period.

Subsidiary: Any lower-tiered Entity affiliated with another Entity that (i) holds more than fifty percent of the voting rights, (ii) has the right to appoint or remove a majority of directors or trustees, or (iii) controls, alone or pursuant to an agreement with other shareholders or members, a majority of the beneficial ownership or voting rights of such lower-tiered Entity. Any Subsidiary of an Entity that, in turn, is itself a Subsidiary shall also be a Subsidiary.

Tariff: The Company's Tariff P.S.C. No. 1, Interexchange Service.

United States: The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, and the U.S. Virgin Islands.

Usage Charge: A charge assessed the Customer for the use of the Company's Service. Usage Charges are Assessed per second or minute of use or multiple thereof, as specified in Sections 3.3 and 5 of this Tariff.

User: A person, firm, corporation or any other entity that uses the Service furnished to the Customer. A User includes an Authorized User.

Year of Service: The period of twelve (12) months commencing on the Effective Date and, thereafter, each successive period of twelve (12) months from such date.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.1. Undertaking of the Company**

2.1.1. Scope - The Company undertakes to provide **Interexchange Service** at exchanges in the State of Florida described herein, in accordance with the terms and conditions set forth in this Tariff. The Company does not transmit communications, but offers the use of **Company Facilities**, where available, for the transmission of communications.

The Company shall maintain **sole and absolute discretion over the routing of Service** furnished under this Tariff.

2.1.2. Availability of Service - Service is available **twenty-four (24) hours per day, seven (7) days per week**, subject to the availability of facilities and subject to **transmission, atmospheric, topographical and like conditions**. The Company may limit or interrupt the use of **Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations, testing or other similar activities necessary for the provision of Service, or (iii) any cause beyond its control**.

The use and restoration of the Service during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC rules and regulations, 47 C.F.R. **Part 64 (1993)**, which specifies the priority system for services.

The Company reserves the right, when necessary, to arrange for **Service to be furnished** through the facilities of Other Facilities Suppliers or other entities or through the use of **agents or subcontractors**.

2.1.3. Transmission Medium - The Company will **select and arrange** for the network components used to provide the services provided under this tariff. Any suitable **technology** or combination of technologies may be used. The Company may modify or change the components **used to furnish service**.

2.1.4. Customer Premise Equipment (CPE) - The **Company does not provide CPE** under this tariff, however, CPE may be used by the Customer.

2.1.5. Through Transmission of Signals - CCS is **responsible for the provision of service** from station to station up to the network interface, but is not responsible **for the quality of transmission or signaling** on the Customer's side of the network interface.

2.1.6. Liability of the Company - Except as stated in **this Section** the Company shall not be liable for damages of any kind, including without limitation **consequential, special or indirect damages**, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. **This Tariff does not limit the liability of the Company for willful misconduct, if established as a result of judicial or administrative proceedings**.

The liability of the Company for damages arising out of mistakes, **interruptions, omissions, delays, errors or defects** occurring in the course of furnishing Service under this **Tariff, and not caused by the failure or negligence of the Customer or Customer-Provided Equipment or service, shall in no event exceed the amount set forth in Section 4**.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.1. Undertaking of the Company (continued)****2.1.6. Liability of the Company - (continued)**

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE COMPANY'S FACILITIES, EQUIPMENT, SOFTWARE OR SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT AUTHORIZE ANYONE, WHETHER A COMPANY EMPLOYEE, AGENT, SUB-CONTRACTOR, OR OTHERWISE, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

NEITHER THE COMPANY NOR ANY OF ITS MANUFACTURERS, SUBCONTRACTORS OR SUPPLIERS WILL BE LIABLE TO THE CUSTOMER FOR LOST REVENUES, LOST PROFITS, LOST DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE CUSTOMER'S OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE EQUIPMENT, SERVICES OR SOFTWARE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, NOR SHALL ANY RECOVERY AGAINST THE COMPANY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) BE GREATER IN AMOUNT THAN THE CHARGES PAID BY THE CUSTOMER TO THE COMPANY UNDER THIS TARIFF. THE CUSTOMER ASSUMES ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF THE CUSTOMER OR OTHERS ARISING OUT OF USE OR POSSESSION OF THE EQUIPMENT, SERVICES AND SOFTWARE PROVIDED UNDER THIS TARIFF.

2.1.6.A. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of the service(s) provided in this tariff.

2.1.6.B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

2.1.6.C. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of the service(s) provided in this tariff.

2.1.6.D. The Company does not guarantee or make any warranty with respect to the service(s) provided in this tariff, when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to the service(s) provided in this tariff, provided pursuant to this tariff when used in an explosive atmosphere.

2.1.6.E. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of the service(s) provided in this tariff, offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.1. Undertaking of the Company (continued)****2.1.6. Liability of the Company - (continued)**

2.1.6.F. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to any acts of God, fire, lightning, explosion, flood, extreme weather conditions or other catastrophes; any law, order, regulation, directive action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots or wars; or any labor difficulties.

2.2. Obligations of the Customer

2.2.1. Service Ordering - A Customer shall provide the Company with a written Service Order specifying the date on which Service is requested to commence. Such Service Order also shall contain, but is not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.

After receipt of an initial Service Order, the Company will indicate its acceptance by signing that Service Order and providing to the Customer a Scheduled Service Date, which will be an estimate as to when the Service will commence. An application for Service may be cancelled prior to the Scheduled Service Date by the Customer upon written notice to the Company.

2.2.2. Payments and Charges

2.2.2.A. Application of Charges - The rates and charges that are in effect for the services provided in this tariff when furnished are the rates and charges used to determine the Customer's bill. If the rates for services furnished on a monthly basis change after a bill has been rendered, the bill will be adjusted to reflect the new charges.

2.2.2.B. Payment for Service - The Customer is responsible for payment of all Charges for Service furnished by the Company to the Customer. Charges shall commence on its Operational Service Date and are due and payable upon receipt. Usage Charges shall be assessed in arrears. Monthly Charges will be assessed in advance. Invoices will be submitted monthly.

The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service. The Customer shall indemnify and hold harmless the Company against all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service

2.2.3. Miscellaneous Rates and Charges - CCS may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.2 Obligations of the Customer (continued)****2.2.3. Miscellaneous Rates and Charges - (continued)**

2.2.3.A. Universal Service Fee (USF) - A charge equal to ___ percent of total Interexchange Service charges will be applied to invoices of Customers.

2.2.3.B. Carrier Line Charge - Customers are subject to an undiscountable Carrier Line Charge (CLC) which is a monthly recurring charge. The Carrier Line Charge will be applied subject to billing availability.

2.2.3.C. Payphone Compensation Charge - In addition to all other charges for service under this tariff, an undiscountable Payphone Use Charge of \$0.35 shall apply to each non coin call placed from a domestic payphone by or to the Customer to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company

2.2.3.D. Optional Billing Arrangements - When a call is not billed to the calling station, the Company offers certain billing options depending on the type of call. These options are:

2.2.3.D.1. Collect Calls - This option allows a call to be billed to the called station, if the charges are accepted by the called party, station, or number. Collect Calls are not acceptable at a public or semi-public coin station.

2.2.3.D.2. Calling Card - This option enables a Customer to charge a call to a Calling Card (CCS or a Local Exchange Company). Calls charged to a commercial credit/charge card must be made from a suitably equipped telephone or from international locations where available. Charges for the call will be reflected on the statement issued by the respective commercial credit/charge card institution.

2.2.3.D.3. Third Number Billing - This option allows a call to be billed to a telephone number identified with a station other than the calling or called one. Charges to be billed to a third number are subject to verification by the Company that they will be accepted at the third number, prior to completion of the call. Other efforts may be undertaken subsequently by the Company, as necessary, to determine responsibility for payment of such calls.

2.2.3.E. Gross Receipts Tax - When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.2. Obligations of the Customer - (continued)**

2.2.4. Advance Payments and Deposits - The Customer may be required to provide suitable security, including but not limited to a deposit, bank letter of credit, or advance payment, to be held by the Company as a guaranty of the payment of Charges. Such security may be applied at any time, at the option of the Company, in payment of any unpaid Charges for Service furnished to the Customer or in payment of applicable Termination Charges. Such a deposit will not exceed an amount equal to an aggregate of three (3) months' recurring and nonrecurring charges for all Services and Company Facilities to be provided to Customer plus, where special construction is necessary in order to install the Services and/or Company Facilities, an amount equal to the estimated aggregate nonrecurring charges (if any) for such construction, whenever incurred. The Company shall refund deposits to Customers in accordance with Section 2.4 below.

2.2.4.A. When a Service Order is canceled, at the Customer's request, prior to the commencement of Service, the deposit will be applied to all applicable Charges.

2.2.4.B. The Company, upon the termination of Service, will refund within sixty (60) days the Customer's deposit, or the balance in excess of unpaid Charges, if any, for Service

2.2.4.C. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations or from the prompt payment of bills nor constitutes a waiver or modification of the regulations of the Company providing for the termination of Service for nonpayment of any sums due the Company for Service rendered.

2.2.5 Billing Disputes

When the Customer disputes a bill for the Company's Service, the Customer shall: (i) pay any undisputed portion of the bill or, at the Customer's election, pay the disputed portion pending resolution of the dispute; (ii) advise the Company in writing that the bill or any portions thereof are disputed by the Customer; and (iii) provide a written explanation of the basis for the dispute within 30 days of the invoice date in question.

The Company will review the Customer's bill and notify the Customer within a reasonable time of the outcome of its review. If the Company agrees with the Customer, it shall credit the Customer's account for any disputed amounts paid by the Customer. If the Company disagrees with the Customer, any disputed amount unpaid by the Customer shall become payable upon notice to the Customer.

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

Florida Public Service Commission
160 East 300 South, 4th Floor
Salt Lake City, Florida 84145

Billing inquiries may be directed to the Company at its toll free number: 1-877-428-2862.

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)

2.2 Obligations of the Customer (continued)

2.2.6. **Use of Service** - Service may be used to transmit communications of the Customer or User in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission and other authorities involved.

Service is furnished subject to the condition that the Customer or User not use such Service for any illegal purpose, or in a manner that violates the law, or for annoying any person, or in a manner that interferes with the reasonable use of the Company's Service by other customers or users.

The Customer shall ensure that the use of Service by the Customer or User shall not (i) interfere with any other Service offered by the Company; (ii) endanger the safety of the Company's employees or the public; or (iii) damage or require change in or alteration of Company Facilities or interfere with the proper functioning of such facilities. If any equipment, facilities or services provided by the Customer or User is causing or is likely to cause such hazard or interference, the Company may suspend or terminate Service, and the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference

2.2.7. **Customer Premises** - The Customer shall provide to the Company all reasonable personnel, power and space required to operate all Company Facilities installed on the Customer Premises.

2.2.8. **Provision of Customer Equipment and Facilities** - The Company shall not be responsible for the installation, operation or maintenance of Customer-Provided Equipment. Where Customer-Provided Equipment is connected to the Service furnished under this Tariff, the responsibility of the Company shall be limited to the furnishing of Service under this Tariff and to the maintenance and operation of such Service; subject to this restriction, the Company shall not be responsible for: the through transmission of signals generated by Customer-Provided Equipment; or the reception of signals by Customer-Provided Equipment; or network control signalling where such signalling is performed by Customer-Provided network control signalling equipment.

Customer-Provided Equipment for use in connection with this Service shall be so constructed, maintained and operated as to be technically compatible with Company Facilities and Service to the Company's satisfaction, shall not be capable of transmitting or receiving any message or communication over the Service except in accordance with this Tariff, and shall be in compliance with all FCC rules and regulations. Any special interface equipment or reasonable security procedure necessary to achieve compatibility between Customer-Provided Equipment and Company Facilities or Service shall be provided at the Customer's expense.

2.2.9. **Automatic Number Identification/Charge Number Service** - Customers who obtain a telephone subscribers information through Automatic Number Identification or Charge Number service must comply with the following regulations adopted by the Federal Communications Commission regarding the use and sale of information derived from Automatic Number Identification or Charge Number services:

- Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transactions;

- Customers are prohibited from reusing or selling the telephone number or billing information without first 1) notifying the originating telephone subscriber and 2) obtaining the affirmative consent of such subscriber for such reuse or sale; and

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SECTION 2. - GENERAL REGULATIONS (CONTINUED)**2.2 Obligations of the Customer (continued)****2.2.9. Automatic Number Identification/Charge Number Service (continued)**

Customers are prohibited from disclosing, except as permitted by above, any information derived from the Automatic Number Identification or Charge Number service for any purpose other than: 1) performing the services or transactions that are the subject of the telephone subscribers call, 2) ensuring network performance security and the effectiveness of call delivery, 3) compiling, using and disclosing aggregate information, and 4) complying with applicable law or legal process.

2.2.10. Proof of Authorization for Carrier Change - A Customer that is a telecommunications carrier (or that is acting on behalf of a telecommunications carrier) may not submit an order that will result in a change in a telecommunications subscriber's Primary Interexchange Carrier (PIC) (including PIC changes that do not involve CIC changes) unless it first has obtained authorization from the subscriber, compliance with any applicable Commission rules and without misleading the subscriber as to the identity of the carrier soliciting the carrier change or the relationship of that carrier to the Company. A Customer that submits such a carrier change order shall provide to the Company adequate proof of authorization and compliance within fifteen days after the Company makes a written request therefor.

2.2.11. Agency Agreement - The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the service(s) provided in this tariff will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent.

The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

2.2.12. Availability for Maintenance, Testing or Modifications - The Customer must make the service available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time.

2.3. Liability of the Customer - The Customer shall be liable for any damages to or loss of Company Facilities, Company Equipment or Service or for any injury to the Company's employees, agents or sub-contractors caused by the negligence or willful act of the Customer's officers, employees, agents or sub-contractors or the Customer's Users, patrons or lessors.

The Customer shall be responsible for the payment of all costs and expenses, including reasonable counsel fees and disbursements, incurred by the Company in connection with any legal or other proceedings and any appeals therefrom to collect any Charges due pursuant to Service under this Tariff or to enforce any terms or conditions of this Tariff against the Customer where the Company substantially prevails in such proceedings.

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SECTION 3 – SERVICE CLASSIFICATIONS AND RATE APPLICATION

3.1. Message Telephone Service – This section contains regulations and rate applications for two-point Message Telephone Service and applies to dial station and Calling Card where applicable.

3.1.1. Application of Charges – The determination of specific charges for calls can be found in the respective rate schedules in Section 4 of this tariff. The rate in effect at the calling station at the time the connection is established shall apply to the entire call.

3.1.1.A. Initial Period – The Initial Period applied to a call is the minimum amount of time used for call charge purposes. The specific length of the Minimum Period can be found on the applicable Rate Schedule.

3.1.1.B. Additional Period – the Additional Period is the increment used to bill for a chargeable call when the call extends beyond the Initial Period. Additional Period rates apply for each Additional Period or fraction thereof that the call continues beyond the Initial Period.

3.1.1.C. Payphone Use Charge - In addition to all other charges for service under this tariff, a Payphone Use Charge applies to each non coin call placed from a domestic payphone by or to the Customer. This charge is instituted to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company.

3.1.2. Availability - Message Telephone Service is available throughout the state of Florida where the Company has authorization to provide service and the billing capability exists.

3.1.3. Access – Local Exchange Service Access is required to access this service. The Customer is responsible for obtaining the Local Exchange Switched Access from a Local Access supplier and must presubscribe to the Company as the primary carrier.

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3. SERVICE CLASSIFICATIONS AND RATE APPLICATION (continued)

3.2. Private Line Service – This section contains regulations and rate applications for Private Line Service.

3.2.1. Application of Charges – The service elements for the Private Line Services provided under this tariff include: inter-POP channels, access and other miscellaneous features. The determination of specific charges for Private Line Service can be found in the respective rate schedules in Section 4 of this tariff.

3.2.1.A. Inter-POP Channels – Inter-POP Channels are used to connect Company POPs and Company VPOPS within the State of Florida and may include the Company's own facilities or facilities obtained from other carriers. The determination of specific charges for Inter-POP Channels can be found in Section 4 of this tariff.

3.2.1.B. Access – Access to POPs and VPOPS is provided by the Company using suitable access channel either over the Company's own facilities or facilities obtained from other carriers. Choice of suitable facilities shall be at the sole discretion of the Company. Customers who request specific facilities may be assessed additional charges. The determination of specific charges for Access can be found in Section 4 of this tariff.

3.2.1.C. Miscellaneous Rates and Charges - Miscellaneous Rates and Charges include charges for additional features that enhance the functionality of the service to the Customer as well as charges imposed on the Company in the process of providing service to the Customer. The determination of specific charges for miscellaneous features that are requested by the Customer can be found in Section 4 of this tariff. Other Miscellaneous Rates and Charges can be found below.

3.2.1.C.1. Special Access Surcharge - The Customer agrees to pay the amount of any monthly Special Access Surcharge which Local Exchange Carriers may collect from the Company on behalf of any services or facilities used to provide services to the Customer.

3.2.1.D. Availability – Private Line Service is available between the LATAs in Florida where facilities are available.

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3. SERVICE CLASSIFICATIONS AND RATE APPLICATION (continued)

3.3. Custom Network Services – This section contains regulations and rate applications for Custom Network Service.

3.3.1. Virtual Network Service (VNS) – Virtual Network Service is a telecommunications service offering virtual private network connectivity to transmit voice, data and other communications. Access to VNS is provided through Local Access Channels or through the public switched telephone network.

3.3.1.A. Application of Charges – The determination of specific charges for calls can be found in the respective rate schedules in Section 4 of this tariff. The rate in effect at the calling station at the time the connection is established shall apply to the entire call.

3.3.1.A.1. Initial Period – The Initial Period applied to a call is the minimum amount of time used for call charge purposes. The specific length of the Minimum Period can be found on the applicable Rate Schedule.

3.3.1.A.2. Additional Period – the Additional Period is the increment used to bill for a chargeable call when the call extends beyond the Initial Period. Additional Period rates apply for each Additional Period or fraction thereof that the call continues beyond the Initial Period.

3.3.1.A.3. Payphone Use Charge - In addition to all other charges for service under this tariff, a Payphone Use Charge applies to each non coin call placed from a domestic payphone by or to the Customer to cover the cost incurred by the Company for the use of the payphone instrument to access services provided by the Company.

3.3.1.B. Availability – Virtual Network Service is available statewide where the billing capability exists for the Company.

3.3.1.C. Access – Local Exchange Service Access is required to access portion of this service. The Customer is responsible for obtaining the Local Exchange Switched Access from a Local Access supplier and must presubscribe to the Company as the primary carrier.

3.3.1.D. Types of Virtual Network Service

3.3.1.D.1. OnNet – OnNet Service is the virtual connection between LATAs and within the State of Florida, between Customer Premises that are connected to the Company POP or VPOP using dedicated Access.

3.3.1.D.2. On-OffNet – On-OffNet Service is the virtual connection between LATAs and within the State of Florida, between locations using dedicated Access to connect the Customer Premises to the POP or VPOP on one end and a Customer Premises using switched access at the other end.

3.3.1.D.3. Dial Up Access from Registered Sites (Dial Up Access) – Dial Up Access is the virtual connection between LATAs and within the State of Florida, between Customer Premises connected through the public switched telephone network using an access authorization mechanism at the originating end.

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SECTION 4 – RATES AND CHARGES

4.1. Message Telephone Service

4.1.1. Rate Periods – The Rate Periods used in this tariff include **Standard, Discount and Economy**, are based on the time of the originating end at the start of the call and are applied as follows: Standard time is from 7:00 AM to 7:00 PM, Discount time is from 7:00 PM to 12 midnight and Economy time is from 12 midnight to 7:00 AM.

4.1.2. Mileage Measurements - Mileage measurement, when applicable, is the distance in airline miles between locations. The mileage is the distance between the rate center of the originating station and the rate center of the terminating station and is measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4.

4.1.3. Rates – The Rates for Message Telephone Service are based on the time of day, day of week, length (in miles) and duration. The Initial Period is 30 seconds and the Additional Period is 6 seconds. Following are the rates for the different types of calls.

[RATES FOR MESSAGE TELEPHONE SERVICE ARE TO BE DETERMINED]

<u>Mileage</u>	<u>Standard</u>		<u>Discount</u>		<u>Economy</u>	
	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>	<u>Initial</u>	<u>Add'l</u>
0-20						
20-50						
50-100						
100 +						

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4. RATES AND CHARGES (CONTINUED)

4.2. Private Line

4.2.1. Inter-POP Channels

4.2.1.A. Mileage Measurements - Mileage measurement is the distance in airline miles between locations. For POP to POP (or VPOP) Service, the mileage is the distance between the V&H coordinates of the POP or VPOP. Miles are measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4. Fractional miles are rounded to the next higher mile.

4.2.1.B. Rates - The Rates for Inter-POP Channels are based on the type of service and the distance, measured in miles, between POPs or VPOPs and consist of a fixed and per mile component.

[RATES FOR Inter-POP SERVICE ARE TO BE DETERMINED]

<u>Service</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>Installation</u>
Voicegrade	\$	\$	\$
9.6 Kbps	\$	\$	\$
56/64 Kbps	\$	\$	\$
1.5 Mbps	\$	\$	\$

4.2.2. Access Channels

4.2.2.A. Mileage Measurements - Mileage measurement, when required, is the distance in airline miles between Local Exchange Carrier serving wire centers. Miles are measured using the calculation of airline miles as specified in NECA Tariff F.C.C. No. 4. Fractional miles are rounded to the next higher mile.

4.2.2.B. Rates - The Rates for Access Channels are based on the type of service and the distance, measured in miles, between Local Exchange Carrier serving wire centers.

[RATES FOR Access SERVICE ARE TO BE DETERMINED]

<u>Service</u>	<u>Zero Miles</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>Installation</u>
Voicegrade	\$	\$	\$	\$
9.6 Kbps	\$	\$	\$	\$
56/64 Kbps	\$	\$	\$	\$
1.5 Mbps	\$	\$	\$	\$

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4. RATES AND CHARGES (CONTINUED)

4.3. Custom Network Services

4.3.1. Virtual Network Service (VNS)

4.3.1.A. Rate Periods – The Rate Periods used for VNS include Standard, Discount and Economy, are based on the time of the originating end at the start of the call and are applied as follows: Standard time is from 7:00 AM to 7:00 PM, Discount time is from 7:00 PM to 12 midnight and Economy time is from 12 midnight to 7:00 AM.

4.3.1.B. Mileage Measurements - Mileage measurement, when applicable, is the distance in airline miles between locations. For OnNet Service, the mileage is the distance between the V&H coordinates of the POP or VPOP of the originating station and the V&H coordinates of the POP or VPOP of the terminating station. For On-OffNet Service, the mileage is the distance between the rate center of the off net station and the V&H coordinates of the POP or VPOP of the dedicated station. For Dial Up Service, the mileage is the distance between the rate center of the originating station and the rate center of the terminating station. Miles are measured using the calculation of airline miles is as specified in NECA Tariff F.C.C. No. 4.

4.3.1.C. Rates – The Rates for VNS are based on the type of call, time of day, day of week, length (in miles) and duration. The Initial Period is 18 seconds and the Additional Period is 6 seconds. Following are the rates for the different types of VNS calls.

4.3.1.C.1. OnNet – OnNet Service is provided between Customer Premises that are connected to the Company POP or VPOP using dedicated Access.

[RATES FOR OnNet SERVICE ARE TO BE DETERMINED]

Mileage	Standard		Discount		Economy	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
0-20						
20-50						
50-100						
100 +						

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4.3.1.C. Rates (continued)

4.3.1.C.2. On-OffNet – On-OffNet Service is provided between locations using dedicated Access to connect the Customer Premises to the POP or VPOP on one end and a Customer Premises using switched access at the other end.

[RATES FOR On-OffNet SERVICE ARE TO BE DETERMINED]

Mileage	Standard		Discount		Economy	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
0-20						
20-50						
50-100						
100 +						

4.3.1.C.3. Dial Up Access from Registered Sites – Dial Up Access is provided between Customer Premises connected through the public switched telephone network using an access authorization mechanism at the originating end.

[RATES FOR Dial Up Access SERVICE ARE TO BE DETERMINED]

Mileage	Standard		Discount		Economy	
	Initial	Add'l	Initial	Add'l	Initial	Add'l
0-20						
20-50						
50-100						
100 +						

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ATTACHMENT D

Concert Communications Sales LLC
Application for Local Exchange Authority
Attachment D

Applicant intends to provide a range of intrastate interexchange services, including various forms of Message Toll Service. Applicant also intends to provide additional interexchange services such as Toll Free, WATS services, Travel services, and Private Line services. However, Applicant's business plan is founded upon meeting the specific telecommunications needs of large multinational corporations. Such needs may require individually tailored services. As such, Applicant can propose categories of service, e.g., MTS or Private Line, but cannot presently specify methods of access, e.g., Feature Group D or via dedicated facilities.

KELLEY DRYE & WARREN LLP

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DATE

D113

MAR 29 1999

March 26, 1999

VIA OVERNIGHT DELIVERY

Ms. Blanco Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Application of Concert Communications Sales LLC

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and 12 copies of Concert Communications Sales LLC's Application for authority to provide intrastate interexchange service on a resold basis.

Enclosed please also find a duplicate copy of this filing and a self-addressed stamped envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to call me if you have any questions.

FIRST UNION NATIONAL BANK
WASHINGTON, DC

05358

KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
WASHINGTON, DC 20036

March 26, 1999

PAY TO THE ORDER OF Florida Public Service Commission

\$ 250.00

Two-Hundred and fifty-----00/100-----DOLLARS

DOCUMENT NUMBER-DATE

04004 MAR 29 1999

Andrew K. Lambert

MEMO Filing fee 007854.003