

ORIGINAL

COMPETITIVE COMMUNICATIONS GROUP

August 11, 1999

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
99 AUG 17 AM 7:09
MAIL ROOM

991125-TI

Re: Application to Provide Interexchange Telecommunications Service for
Wireless Access Network, Inc.

On behalf of Wireless Access Network, Inc., enclosed please find an original and six (6)
copies of the above referenced application along with the required \$250.00 filing fee.

Please date stamp the enclosed extra copy of this letter and return it in the envelope
provided. Should you have any questions concerning this filing, please contact
MiShaunti Jarrett at 301-699-5300.

Respectfully submitted,

MiShaunti Jarrett
MiShaunti Jarrett
Regulatory Specialist

RECEIVED
AUG 17 1999
CMU

Enclosure

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

Initials of person who forwarded check
[Handwritten initials]

DOCUMENT NUMBER-DATE

09786 AUG 17 99

FPSC-RT RECORDS/REPORTING

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:**
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.
 - Approval of assignment of existing certificate:**
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 of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Wireless Access Network, Inc.

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

4. Official mailing address (including street name & number, post office box, city, state, zip code).

12800 University Drive, Suite 550

Fort Myers, Florida 33907

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

12800 University Drive, Suite 550

Fort Myers, Florida 33907

6. Select 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.
- (x) **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- () **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other _____

8. If individual, provide:

Name : _____ N/A _____
Title : _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

9. If incorporated in Florida, provide proof of authority to operate in Florida: N/A

(a) The Florida Secretary of State Corporate Registration number: _____

10. If foreign corporation, provide proof of authority to operate in Florida: Exhibit I

(a) The Florida Secretary of State Corporate Registration number: F99000003087 _____

11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida: N/A

(a) The Florida Secretary of State fictitious name registration number: _____

12. If a limited liability partnership, provide proof of registration to operate in Florida. N/A

(a) The Florida Secretary of State registration number: _____

13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

Name : N/A

Title : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. N/A

(a) The Florida registration number: _____

15. Provide FEID Number (if applicable): 65-0894759

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services? (X) Yes () No

(b) If not, who will bill for your services?

Name : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

Monthly Statement

17. Who will serve as liaison to the Commission with regard to the following?

(a) The application;

Name : MiShaunti Jarrett

Title : Regulatory Specialist

Address: 6811 Kenilworth Ave., Suite 302

City/State/Zip: Riverdale, MD 20737

Telephone No.: 301-699-5300 Fax No.: 301-699-5080

Internet E-Mail Address: mjarrett@c-c-g.com

Internet Website Address: _____

(b) Official point of contact for the ongoing operations of the company:

Name : Linda Jensen

Title : _____

Address: 12800 University Drive., Suite 550

City/State/Zip: Fort Myers, Florida 33907

Telephone No.: 941-335-1330 Fax No.: 941-335-1339

Internet E-Mail Address: ljensen@pcmgt.com

Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name : Linda Jensen

Title : _____

Address: 12800 University Drive, Suite 550

City/State/Zip: Fort Myers, FLorida 33907

Telephone No.: 941-335-1330 Fax No.: 945-335-1339

Internet E-Mail Address: ljensen@pcmgt.com

Internet Website Address: _____

18. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

The applicant has not operated as an interexchange telecommunications company.

- (b) has applications pending to be certificated as an interexchange telecommunications company.

N/A

- (c) is certificated to operate as an interexchange telecommunications company.

The applicant is not certificated to operate as an interexchange telecommunications company.

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

The applicant has not been denied authority to operate as an interexchange telecommunications company.

- (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

19. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) 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.

No officer, director or stockholder has adjudged
bankrupt, mentally incompetent , or found guilty of
any felony or any crime or actions that may result
from pending proceedings.

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

No

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

a. **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

b. **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

c. 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

d. MTS for pay telephone service providers

e. Block-of-time calling plan (Reach Out Florida, Ring America, etc.).

f. 800 service (toll free)

g. WATS type service (bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

h. Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

i. Travel service

Method of access is 950

Method of access is 800

j. 900 service

k. 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

l. Services included are:

Station assistance

Person-to-person assistance

Directory assistance

Operator verify and interrupt

Conference calling

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

Exhibit IV

22. Submit the following:

A. Financial capability. Exhibit II

The application must contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements must be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and must include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) must be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.
3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Exhibit III

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**** 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 the 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u>Linda Jensen</u>	<u>8-11-99</u>
Signature	Date
_____	<u>941-335-1330</u>
Title	Telephone No.
Address: <u>12800 University Drive</u>	<u>941-335-1339</u>
<u>Suite 550</u>	Fax No.
<u>Fort Myers, Florida 33907</u>	

ATTACHMENTS:

- A - CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - CURRENT FLORIDA INTRASTATE SERVICES
- E - AFFIDAVIT
FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
GLOSSARY

**** APPENDIX A ****

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

I, (Name) _____,
(Title) _____ of
(Name of Company) _____

_____ and current holder of Florida Public Service Commission Certificate Number _____, have reviewed this application and join in the petitioner's request for a

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Linda Jensen
Signature

8-11-99
Date

Title

941-335-1330
Telephone No.

Address: 12800 UNIVERSITY DRIVE
Suite 550

941-335-1339
Fax No.

Fort Myers Florida 33907

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of customer 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 intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

UTILITY OFFICIAL:

Linda Jensen
Signature

8-11-99
Date

Title

941-335-1330
Telephone No.

Address: 12800 University Drive,
Suite 550
Fort Myers, Florida 33907

941-335-1339
Fax No.

** APPENDIX C **

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not (X) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?

N/A

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

N/A

UTILITY OFFICIAL:

Linda J. Jansen
Signature

8-11-99
Date

Title

941-335-1330
Telephone No.

Address: 12800 University Drive
Suite 550
Fort Myers, Florida 33907

941-335-1339
Fax No.

**** APPENDIX D ****

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 interexchange telecommunications 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."

UTILITY OFFICIAL:

Linda Jensen
Signature

8-11-99
Date

Title

941-335-1330
Telephone No.

Address: 12800 University Drive
Suite 550
Fort Myers, Florida 33907

941-335-1339
Fax No.

EXHIBIT I



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 16, 1999

STEVEN E. PAULIK
WIRELESS ACCESS NETWORK
12800 UNIVERSITY DR STE 550
FORT MYERS, FL 33907

Qualification documents for WIRELESS ACCESS NETWORK, INC. were filed on June 16, 1999 and assigned document number F9900003087. Please refer to this number whenever corresponding with this office.

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

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

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

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

Lee Rivers
Document Specialist
Division of Corporations

Letter Number: 999A00032400

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

1. Wireless Access Network, Inc.
 (Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 65-0894759
 (State or country under the law of which it is incorporated) (FEI number, if applicable)

4. November 10, 1998 5. Perpetual
 (Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. October 1, 1999 (estimated)
 (Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 12800 University Drive, Suite 550
Ft. Myers, FL 33907
 (Current mailing address)

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

8. Telecommunications provider
 (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

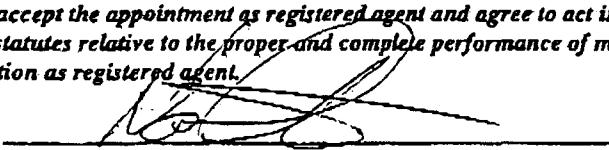
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box **NOT** acceptable)

Name: Robert C. Martin

Office Address: 26203 Isle Way
Bonita Springs, Florida, 34134
 (Zip code)

10. Registered agent's acceptance:

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


 (Registered agent's signature)

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

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

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

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

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

President: Donald Rossi

Address: 5448 Thornwood Drive, #100

San Jose, CA 95123

Vice President: Robert C. Martin

Address: 26203 Isle Way

Bonita Springs, FL 34134

Secretary: Robert C. Martin

Address: 26203 Isle Way

Bonita Springs, FL 34134

Treasurer: James A. Rossi

Address: 5448 Thornwood Dr., #100

San Jose, CA 95123

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

13. _____

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

14. Robert C. Martin, Vice President

(Typed or printed name and capacity of person signing application)

EXHIBIT II

Wireless Access Network, Inc. (Applicant), a Delaware corporation, seeks to provide interexchange services through this Application. Having been founded in February of 1999, Applicant has enclosed unaudited financial statements.

PROFORMA FINANCIAL STATEMENTS

Summary of Financing

	Year 1 2000	Year 2 2001	Year 3 2002
Finance Requirements:			
1 Outstanding Principal (beginning of period)	0	5,005,000	7,105,000
2 Additional Loan Amounts	5,005,000	2,100,000	0
3 Interest Payment	230,792	674,917	658,608
4 Principal Payment	0	0	340,763
5 Outstanding Principal (end of period)	5,005,000	7,105,000	6,764,237

Income Statement

	Year 1 2000	Year 2 2001	Year 3 2002
Operating Revenue			
6 Local Service Revenue	266,115	2,565,632	3,213,731
7 Vertical Service Revenues	29,804	295,514	373,872
8 Interstate Access Revenue	154,932	1,439,011	1,798,948
9 Intrastate Access Revenue	185,475	1,720,718	2,150,333
10 Interstate Toll Revenue	42,222	395,490	467,798
11 Intrastate Toll Revenue	50,831	474,981	561,673
12 Voice Mail Revenue	14,911	147,624	186,952
13 DS1 Data Revenue	58,912	530,926	675,000
14 Data Circuit Revenue	3,960	36,120	58,800
15 Wholesale Transport Revenue	0	0	240,000
16 High Speed Internet	22,810	470,772	781,248
17 Inside Wire Maintenance	400	2,982	3,408
18 SS7 Data Dip Revenue	1,415	13,131	16,413
19 Operator Revenue	13,226	123,875	154,844
20 Directory Assistance Revenue	16,574	158,214	198,450
21 Directory Revenues	0	0	0
22 Bundling Discounts	0	0	0
23 Total Revenues	861,586	8,374,991	10,881,469
24 Less Bad Debt:	12,994	130,053	166,895
25 Net Revenues	848,592	8,244,938	10,714,574
Cost of Goods Sold			
26 Less COGs	566,269	1,527,308	1,882,683
27 Gross Margin	282,324	6,717,630	8,831,892

PROFORMA FINANCIAL STATEMENTS

Operating Expenses				
28	Vehicle Expense	36,540	62,640	64,200
29	Tools & Equipment	5,537	9,492	11,000
30	Building Maintenance	192,000	192,000	192,000
31	Computer - PC	7,260	12,672	12,800
32	Switching Equipment Expense	248,603	350,220	360,232
33	Network - Loop / Installers	255,486	390,722	451,071
34	Trunk Expense	365,915	387,283	764,294
35	Number Portability	7,366	70,316	88,200
36	Engineering	75,561	133,015	141,560
37	Plant Supervision	73,710	130,152	134,055
38	Advertising & Marketing	100,000	120,000	122,400
39	Sales Expense	519,820	917,820	873,423
40	Customer Service	231,595	407,955	419,198
41	Billing	5,149	38,494	57,846
42	GM/Staff	678,765	408,876	359,343
43	Legal Expense	60,000	60,000	60,000
44	Consultants	100,000	25,000	20,000
45	Other Gen & Admin	175,000	180,000	180,000
46	Management Fees	42,430	412,250	535,729
47	Operating Taxes	108,267	215,540	284,396
48	Total Operating Expenses	3,289,004	4,524,447	5,131,748
49	EBITDA	(3,006,680)	2,193,183	3,700,144
50	Depreciation	217,095	762,353	1,301,312
51	Amortization	43,205	43,205	43,205
52	Interest Expense	230,792	674,917	658,608
53	Net Income Before Taxes	(3,497,772)	712,708	1,697,019
54	Income Taxes	34% 0	0	0
55	Net Income	(3,497,772)	712,708	1,697,019
56	Cumulative Net Income	(3,497,772)	(2,785,064)	(1,088,045)

PROFORMA FINANCIAL STATEMENTS

Cash Flow Statement

	Year 1 2000	Year 2 2001	Year 3 2002
<u>Cash Flow From Operations</u>			
57 Net Income	(3,497,772)	712,708	1,697,019
58 Plus Bonuses Deferred	0	0	0
59 Less Deferred Bonuses Paid	0	0	0
60 Plus Depreciation and Amortization	260,300	805,558	1,344,517
61 Less Increase in Accounts Receivable	(219,211)	(405,313)	(268,358)
62 Plus Increase in Accounts Payable	496,845	94,247	(163,446)
63 Net Cash Provided by Operations:	<u>(2,959,837)</u>	<u>1,207,200</u>	<u>2,609,732</u>
<u>Use of Cash from Investing Activities</u>			
64 Equipment	(3,608,900)	(3,575,750)	(2,295,200)
65 Total use of Cash from Investing	<u>(3,608,900)</u>	<u>(3,575,750)</u>	<u>(2,295,200)</u>
<u>Cash Flows From Financing Activities</u>			
66 Vendor Financing	5,005,000	2,100,000	0
67 Principle Repayment	0	0	(340,763)
68 Dividends Paid	0	0	0
69 Owners' Contribution	1,668,333	300,000	0
70 Total Cash Flows from Financing Activities	<u>6,673,333</u>	<u>2,400,000</u>	<u>(340,763)</u>
71 Net Increase (Decrease) in Cash	<u>104,596</u>	<u>31,450</u>	<u>(26,231)</u>
72 Cash, beginning of period	0	104,596	136,045
73 Cash, end of period	<u>104,596</u>	<u>136,045</u>	<u>109,814</u>

PROFORMA FINANCIAL STATEMENTS

Balance Sheet

	Year 1 2000	Year 2 2001	Year 3 2002
Assets			
74 Cash	104,596	136,045	109,814
75 Accounts Receivable	219,211	624,524	892,881
76 Vehicles	175,000	175,000	210,000
77 Other Work Equipment	282,750	282,750	293,500
78 Furniture	30,000	30,000	30,000
79 Computers - PC	128,000	128,000	128,000
80 Central Office Switch	1,253,750	2,299,500	3,002,250
81 High Speed Internet	56,400	266,400	396,100
82 LMDS Wireless Network	1,583,000	3,903,000	5,305,000
83 Interconnect Equipment	0	0	0
84 Internet Backbone	100,000	100,000	115,000
85 LMDS License	432,050	432,050	432,050
86 Less Accum Depreciation & Amortization	(260,300)	(1,065,858)	(2,410,375)
87 Total Assets	4,104,456	7,311,411	8,504,221
Liabilities			
88 Long Term Debt	5,005,000	7,105,000	6,764,237
89 Deferred Bonuses	0	0	0
90 Accounts Payable	496,845	591,092	427,646
91 Total Liabilities	5,501,845	7,696,092	7,191,883
Owners' Equity			
92 Paid-in Capital	2,100,383	2,400,383	2,400,383
93 Retained Earnings	(3,497,772)	(2,785,064)	(1,088,045)
94 Total Owners' Equity	(1,397,389)	(384,681)	1,312,338

EXHIBIT III

Robert C. Martin

Mr. Martin, a founder and company executive of PC Management, has been obtained by Applicant to be responsible for strategic planning, operations and engineering, and finance and accounting.

Over the past 10 years Mr. Martin has successfully launched numerous successful wireless businesses including cellular, paging, PCS and LMDS. He is frequently instrumental in assisting licensees nationwide develop business plans and securing capital required to launch a wireless enterprise.

Mr. Martin is a proven veteran in the wireless industry having started his career in telecommunications with AT&T during the initial market test and planning phase of Advanced Mobile Phone Service (AMPS) in 1978. As a consultant to AT&T, Mr. Martin developed the nation's first cellular business and marketing plans. Mr. Martin joined AT&T in 1980 to head the marketing and planning activities prior to the anticipated introduction of cellular on a nationwide basis. With the divestiture of cellular from AT&T to the Regional Bell Operating Companies in 1983, Mr. Martin moved to NYNEX as Vice President, Marketing. Mr. Martin later assumed responsibility for all of NYNEX cellular and paging operations as Chief Operating Officer.

Mr. Martin's industry experience includes an entrepreneurial role in a start up paging and cellular venture in major markets throughout Ohio, Kentucky and Indiana in the late 80's. As President of this company, Mr. Martin oversaw the integration of numerous small businesses into one consolidated operation with common operating and support systems.

In 1989 Mr. Martin was recruited to assume responsibility as President of Comcast Cellular which provided cellular services to numerous small and mid-sized markets on the East coast and in the Midwest. Mr. Martin left Comcast in 1990 to found PC Management.

Mr. Martin received a B.S.E.E. degree from Manhattan College and a Master's Degree in Operational Research from NYU. He is a member of several industry organizations and a frequent guest speaker at industry conferences.

EXHIBIT III

Ms. Linda C. Jensen

Ms. Jensen is responsible for all market support functions including sales & marketing, billing, customer care, and human resources for Wireless Access Network, the applicant.

Ms. Jensen was Alltel Mobile's Sales and Marketing Vice President from 1983-1988 where she was responsible for developing the company's cellular and paging business plans. Ms. Jensen assumed P&L responsibility for the company's 8 cellular and 12 paging markets in 1985. In 1988 Ms. Jensen joined USA Mobile, an entrepreneurial start-up venture where she was initially Vice President responsible for integrating 14 separate companies and later assumed total P&L responsibility as the company's Chief Operating officer.

In 1990 Ms. Jensen and Robert Martin founded PC Management, Inc. with a mission to create successful independent wireless organizations. Ms. Jensen continues to act as Executive Vice President and is responsible for all market support functions including sales & marketing, billing, roaming, customer care, and human resources. Ms Jensen temporarily left PC Management in 1995 to become Vice President and General Manager of Wireless Professional Services for Bellcore, where she was responsible for launching a new wireless engineering and consulting division. In this role Ms. Jensen led the team that developed the initial business plans and technical strategy for several major PCS carriers, including Sprint PCS and AT&T Wireless.

In 1996 Ms. Jensen joined Coherent Communications Systems Corp. as Vice President of Marketing and Strategic Planning, where she was responsible for the company's global marketing, product development, applications engineering, and technical support areas. Coherent recruited Jensen to create a multi-functional marketing organization, combining product marketing with R&D and engineering. Instrumental in completing the merger agreement between Coherent and Tellabs.

Ms. Jensen earned business degrees in accounting and marketing and is active in several industry associations. She is a frequent industry spokesperson on issues related to wireless marketing and management and LMDS business strategy and planning.

EXHIBIT IV

Wireless Access Network, Inc.

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Wireless Access Network, Inc. with principal offices at 12800 University Drive, Suite 550, Fort Myers, Florida 33907. This Tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: August 18, 1999

Effective:

Issued by:

Linda Jensen
12800 University Drive, Suite 550
Fort Myers, FL 33907

CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original				
7	Original				
8	Original				
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Issued: August 18, 1999
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Effective:

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EXPLANATION OF SYMBOLS

- (D) - Delete or Discontinue
- (I) - Change which results in an increase to a customer's bill
- (M) - Move to another tariff location
- (N) - New
- (R) - Change which results in a reduction to a customer's bill
- (T) - A change in text or regulation but no change in rate or charges

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. 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 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.()
- 2.1.1.A.1.(a).I.().(1)

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PSC.

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1. **TECHNICAL TERMS AND DEFINITIONS**

Certain terms used throughout this Tariff are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

Company

Wireless Access Network, Inc. unless the context indicates otherwise.

Consumer

A person initiating any Intrastate telephone call.

Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1. **TECHNICAL TERMS AND DEFINITIONS** (Cont'd)

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Commission

Florida Public Service Commission

Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1. TECHNICAL TERMS AND DEFINITIONS (Cont'd)

Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

Service

The offerings provided by the Company to the Customer under this Tariff.

Issued: August 18, 1999

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Effective:

2. **RULES AND REGULATIONS**

2.1 Undertaking of the Company

Scope

The Company is a carrier providing Intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within Florida as described in this Tariff. The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

Limitations

1. The Service provided pursuant to this Tariff is offered subject to the availability of facilities and the other provisions of this Tariff.
2. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
3. The Company retains the right to deny Service to any Customer failing to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.
4. Resellers and Rebillers must hold a Certificate of Public Convenience and Necessity as an Interexchange Carrier from the Commission.

2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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

2.2 Obligations of the Customer

- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
 - 2.2.J.1 Using the Service for any purpose in violation of any law.
 - 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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

2.2 **Obligations of the Customer**

- 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
- 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

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

2.3 Liabilities of the Company

- 2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 2.3.B The liability of the Company resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected, unless ordered by the Commission. No other liability shall attach to the Company.
- 2.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) 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; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.D The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

2. RULES AND REGULATIONS (Cont'd)

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.
- 2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

2. **RULES AND REGULATIONS**

2.5 Charges and Payments for Service or Facilities

2.5.A Deposits

2.5.A.1 The Company will not require deposits, advance payments, prepayments or financial guarantees.

2. RULES AND REGULATIONS (Cont'd)

2.5 Charges and Payments for Service or Facilities

2.5.B Description of Payment and Billing Periods

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes

2.5.C.1 All state and local taxes (gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

Issued: August 18, 1999

Effective:

Issued by:

Linda Jensen
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2. **RULES AND REGULATIONS** (Cont'd)

2.5 **Charges and Payments for Service or Facilities**

2.5.D **Payment and Late Payment Charge**

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge will be applied to all amounts past due.

2.5.D.2 Collection procedures are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.E **Returned Check Charge**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein.

2.5.F **Suspension or Termination for Nonpayment**

After a 5 business days written notice has been sent to the customers, service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

Issued: August 18, 1999

Effective:

Issued by:

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

2.5 **Charges and Payments for Service or Facilities**

2.5.G **Credit Allowances/Service Interruptions**

- 2.5.G.1 A credit allowance is applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

2. RULES AND REGULATIONS (Cont'd)

2.5 Charges and Payments for Service or Facilities

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard 720 hour month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer.

Issued: August 18, 1999
Issued by:

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Effective:

2. RULES AND REGULATIONS (Cont'd)

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 **Hazardous Condition.** For a condition on the customer's premises determined by the Company to be hazardous.

2.6.A.2 **Adverse Effect on Service.** Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.6.A.3 **Tampering with Company Property.** Customer's tampering with equipment furnished and owned by the Company.

2.6.A.4 **Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over utility's network.

2.6.A.5 **Illegal Use of Service.** Customer's use of service or equipment in a manner to violate the law.

2.6.B The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 5 days in which to remove the cause of denial:

2.6.B.1 **Non-compliance with Regulations.** For violation of or non compliance with regulations of, or for violation of or non compliance with the Company's tariffs on file with the Florida Public Service Commission.

2.6.B.2 **Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.6.B.3 **Refusal of Access.** For failure of the customer to permit the Company to have reasonable access to its equipment.

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

2.6 **Termination or Denial of Service by the Company**

2.6.B.4 **For non payment of Bill.**

- (1) For non payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer with at least 5 days, excluding Sundays and holidays in which to make settlement before service is denied.

2.6.B.5 **Failure to comply with Service Conditions.** For failure of the customer to furnish the service equipment, permits, certificates, or rights of way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.6.B.6 **Failure to Comply with Municipal Ordinances.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. ICB rates will be filed with the Commission for its approval and made part of this Tariff.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

2. RULES AND REGULATIONS (Cont'd)**2.7 Special Services****2.7.C Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The rates will be made part of this Tariff.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

Issued: August 18, 1999

Effective:

Issued by:

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

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Customer Complaints and Billing Disputes

2.11.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the FL PSC.

3. DESCRIPTION OF SERVICE

3.1 Directory Assistance

Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance. The customer may request two numberds per call per directory assistance. See section 4.4.E for appropriate rate.

3.2 Measurements

3.2.A Rate Period

Rates specified in this tariff are effective twenty four seven days a week.

3.2.B Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the domestic message telecommunication service offerings available from the Company.

3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, the rate schedule specified in Section 4 of this Tariff apply twenty four (24) hours a day.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day

Issued: August 18, 1999

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

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins when the called party answers and ends when either party hangs up. The minimum call duration for a completed call is sixty (60) seconds.
- 3.3.B Answer detection is based on standard industry methods including hardware and software.
- 3.3.C There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.D The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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

3.4 Distance and Time of Day

3.4.A The company rates are not time of day nor distance sensitive.

3.5 Method of Applying Rates

3.5.A Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher minute.

3.6 Dialed Domestic Message Telecommunications Services

3.6.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.6.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the total minutes of use and appropriate surcharges.

3.6.C All Customers shall be charged the rates identified in Section 4.4.

3.7 Calling Card Service

3.7.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout Florida through the use of a specific "1-800" telephone number provided by the Company. Calling card usage is billed in 6 second increments. See Section 4.4.C, herein for rates.

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

3.8. Operator Service

3.8.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.4.D, herein for rates.

4. RATES AND CHARGES

4.1 Returned Check Charge

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

4.2 Late Payment Charge

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.3 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. These rates will be made part of this Tariff.

4. RATES AND CHARGES (Cont'd)

4.4 Rate Schedules

4.4.A Residential & Business Outbound Direct Dial Service

1. Per Minute of Use Rates - \$0.15

4.4.B Residential & Business Inbound Service

1. Per Minute of Use Rates - \$0.15

Issued: August 18, 1999

Effective:

Issued by:

Linda Jensen
12800 University Drive, Suite 550
Fort Myers, FL 33907

4. RATES AND CHARGES (Cont'd)

4.4 Rate Schedules

4.4.C Calling Card Service

Rate per minute \$0.20

4.4.D Operator Service Charges

- | | | |
|----|--------------------------------|---------|
| 1. | Station to Station, per minute | \$ 0.30 |
| | Surcharge | \$ 1.75 |
| 2. | Person to Person | \$ 0.30 |
| | Surcharge | \$ 3.25 |

4.4.E Directory Assistance

Per Call \$ 0.60

COMPETITIVE COMMUNICATIONS GROUP

August 11, 1999

DEPOSIT

DATE

AUG 19 1999

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAILROOM
99 AUG 17 AM 7:09

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

D189

991125-TI

Re: Application to Provide Interexchange Telecommunications Service for
Wireless Access Network, Inc.

On behalf of Wireless Access Network, Inc., enclosed please find an original and six (6)
copies of the above referenced application along with the required \$250.00 filing fee.

Please date stamp the enclosed extra copy of this letter and return it in the envelope
provided. Should you have any questions concerning this filing, please contact
MiShaunti Jarrett at 301-699-5300.

Respectfully submitted,

MiShaunti Jarrett
MiShaunti Jarrett
Regulatory Specialist

RECEIVED
AUG 17 1999

COMPETITIVE COMMUNICATIONS GROUP LLC 06-9
PH: (301) 699-5300
6811 KENILWORTH AVE. STE 302
RIVERDALE, MD 20737-1333

NATIONSBANK, N.A.
MARYLAND
7-163/520 2374

4762

7/15/99

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100*****

Florida Public Service Commission

DOLLARS
Security features
included.
Details on back.

09786-TI

Michael B. Tol

MEMO

0004762