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A PROFESSIONAL ASSOCIATION

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January 19, 2000

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RECORDS AND REPORTING

**BY HAND DELIVERY**

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

000054-TI

Dear Ms. Bayo:

Enclosed for filing are an original and 6 copies of an application for an IXC Certificate for Southern Telecom, Inc. The application fee of \$250.00 is also enclosed.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,

*Norman H. Horton, Jr.*  
Norman H. Horton, Jr.

NHH/amb  
Enclosure  
cc: Charles Pellissier, Esq.

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FPSC-RECORDS AND REPORTING

**DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

**for AUTHORITY TO PROVIDE**  
**INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**WITHIN THE STATE OF FLORIDA**

000054-TI

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**Instructions**

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

**Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.**

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Certification and Evaluation  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

1. This is an application for  $\sqrt{\quad}$  (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:

Southern Telecom, Inc.

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

Southern Telecom of America, Inc.

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

241 Ralph McGill Boulevard, N.E.

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Bin 10198

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Atlanta, Georgia 30308

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

Southern Telecom, Inc., c/o Messer, Caparello & Self, P.A.,

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215 South Monroe Street, Suite 701, Tallahassee, FL 32302-1876

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6. Select type of business your company will be conducting  $\sqrt$ (check all that apply):

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

Please see Appendix E

**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;

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____                    |  |

8. **If individual**, provide:

Name: Does not apply.

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:

(a) **The Florida Secretary of State Corporate Registration number:**  
Does not apply.

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

(a) **The Florida Secretary of State Corporate Registration number:**  
F99000001546

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

(a) **The Florida Secretary of State fictitious name registration number:** F99000001546

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** Does not apply.

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

Name: Does not apply.

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.

(a) **The Florida registration number:** Does not apply.

15. Provide **FEID Number**(if applicable): Does not apply.

16. Provide the following (if applicable):

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

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

**Name:** Does not apply.

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

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

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

Does not apply.  
\_\_\_\_\_  
\_\_\_\_\_

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

(a) The application:

**Name:** Norman H. Horton Jr.

**Title:** Attorney

**Address:** 215 South Monroe Street, Suite 701, P. O. Box 1876

**City/State/Zip:** Tallahassee, Florida 32302-1876

**Telephone No.:** (850) 222-0720 **Fax No.:** (850) 224-4359

**Internet E-Mail Address:** nhorton@lawfla.com

**Internet Website Address:** does not apply

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

**Name:** Wayne A. Ellis

**Title:** General Manager

**Address:** 241 Ralph McGill Boulevard, N.E., Bin 10198

**City/State/Zip:** Atlanta, Georgia 30308

**Telephone No.:** (404) 506-4126 **Fax No.:** (404) 506-4370

**Internet E-Mail Address:** waellis@southernco.com

**Internet Website Address:** does not apply

(c) Complaints/Inquiries from customers:

**Name:** Wayne A. Ellis

**Title:** General Manager

**Address:** 241 Ralph McGill Boulevard, N.E., Bin 10198

**City/State/Zip:** Atlanta, Georgia 30308

**Telephone No.:** (404)506-4126 **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** WAELLIS@southernco.com

**Internet Website Address:** \_\_\_\_\_

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

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

None

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

Alabama: Southern Telecom has a certificate of public  
convenience and necessity to provide carrier's carrier  
services in Alabama.

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

None

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

None

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

None

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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.

None

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(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.

None

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20. The applicant will provide the following interexchange carrier services  $\checkmark$  (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.   X   \_\_\_\_\_ **Private line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

Please see Appendix E.

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).

Please see Appendix F.

22. Submit the following:

**A. Financial capability.**

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

1. **the balance sheet;**  
Please see Appendix G.
2. **income statement; and**  
Please see Appendix G.
3. **statement of retained earnings.**  
Please see Appendix G.

**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) should 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.

Please see Appendix G.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Appendix G.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Appendix G.

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

Please see Appendix H.

**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.

Please see Appendix I.

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of 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:**

Signature	<u>Bartram E. Secor</u>	Date	<u>1/11/00</u>
Title	<u>President</u>	Telephone No.	<u>404-506-7801</u>
Address:	<u>241 Ralph McGill Boulevard</u>	Fax No.	<u>404-506-3090</u>
	<u>Bldg 10200</u>		
	<u>Atlanta GA 30308</u>		

**ATTACHMENTS:**

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

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) Does not apply.

(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:**

Bertram A. Dean, Jr. \_\_\_\_\_ 1/11/00 \_\_\_\_\_  
Signature Date

President \_\_\_\_\_ 404-506-7801 \_\_\_\_\_  
Title Telephone No.

Address: 241 Ralph McGill Boulevard NE. \_\_\_\_\_ 404-506-3090 \_\_\_\_\_  
Fax No.

Bin 10200 \_\_\_\_\_

Atlanta, Georgia 30308 \_\_\_\_\_

**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 provided in one of the following ways (applicant, please  $\checkmark$  check one):

- (  ) 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:**

Signature	<u>Bertram Cherry</u>	Date	<u>11/1/00</u>
Title	<u>President</u>	Telephone No.	<u>404-506-7801</u>
Address:	<u>241 Ralph McGill Boulevard NE Bldg 1000</u>	Fax No.	<u>404-506-3090</u>
	<u>Atlanta, Georgia 30308</u>		

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant **has** ( ) or **has not** (  ) 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?

Does not apply.

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

Does not apply.

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**UTILITY OFFICIAL:**

Bartram Cleary 1/11/00  
Signature Date

President 404-506-7801  
Title Telephone No.

Address: 241 Ralph McGill Boulevard 404-506-3090  
Fax No.

Pin 10200  
Atlanta, Georgia 30308



**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company 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:**

Signature	<u>Bertram Cleary</u>	Date	<u>1/11/08</u>
Title	<u>President</u>	Telephone No.	<u>404-506-7801</u>
Address:	<u>241 Ralph McGill Boulevard</u>	Fax No.	<u>404-506-3090</u>
	<u>Box 10200</u>		
	<u>Atlanta, Georgia 30308</u>		

**APPENDIX E**

**SUPPLEMENTAL INFORMATION FOR QUESTIONS 6. AND 20.**

Southern Telecom intends to provide intrastate point-to-point communications services to bulk users of communications capacity in Florida.

**APENDIX F.**

**TARIFF**

**TITLE SHEET****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Southern Telecom, Inc., d/b/a Southern Telecom of America, Inc., with principal offices at 241 Ralph McGill Blvd., BIN #10190, Atlanta, Georgia 30308. This tariff applies for intrastate telecommunications services furnished to persons other than certificated telecommunications companies (as defined in Fl. Stat. 364.02), commercial mobile radio service providers, facsimile transmission services, private computer data network companies not offering service to the public for hire or cable television companies providing cable service as defined in 47 U.S.C. § 552. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Company's principal place of business.

ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, 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 tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308

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ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308

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 Tariff Location
- N** - New
- R** - Change Resulting In A Reduction To A Customer's Bill
- T** - Change in Text Or Regulation But No Change In Rate Or Charge

ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308

TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission 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 next higher level:

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

D. Check Sheets - When a tariff filing is made with the Commission, 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 Commission.

ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

**Bertram Sears, President**  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308



SECTION 1            TECHNICAL TERMS AND ABBREVIATIONS

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

Commission - the Florida Public Service Commission.

Company - Southern Telecom of America, Inc.

Customer - the person, firm, corporation or other entity that orders Services and is responsible for payment of charges due and compliance with Company's tariff regulations, but does not include certificated telecommunications companies (as defined in Fl. Stat. 364.02), commercial mobile radio service providers, facsimile transmission service companies, private computer data network companies not offering service to the public for hire or cable television companies providing cable service as defined in 47 U.S.C. § 552.

LEC - Local Exchange Carrier. The phone companies that provide local transmission services.

Recurring Charges - The monthly charges to Customer for Services that continue for the agreed upon duration of such Services.

Services - Company's intrastate telecommunications services offered pursuant to this tariff.

ISSUED:    January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company.**

**2.1.1 Application**

- (A) This tariff applies to intrastate interexchange communications services furnished by Company to Customers within the State of Florida in accordance with the terms and conditions set forth below.
- (B) Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the price lists of the LEC or LECs serving those points.
- (C) This tariff will not apply to telecommunications services that Company provides to any certificated telecommunications company, commercial mobile service provider, facsimile transmission service, private computer data network company not offering service to the public for hire or cable television company providing cable service as defined in 47 U.S.C. § 522.

**2.1.2 Scope**

Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

**2.1.3 Shortage of Facilities**

Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of Company's facilities as well as facilities Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Company.

**2.3 Terms and Conditions**

ISSUED: January \_\_, 2000

EFFECTIVE: \_\_\_\_\_

**Bertram Sears, President  
241 Ralph McGill Blvd., NE  
BIN #10190  
Atlanta, GA 30308**

- 2.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day.
- 2.3.2 Customer may be required to enter into written service order that will contain or reference a specific description of the service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this tariff. Customer will also execute any other documents as may be reasonably requested by Company.
- 2.3.3 At the expiration of the initial term specified in each service order, or in an extension thereof, Service will continue on a month-to-month basis at then current tariff rates unless terminated. Company may terminate service upon 5 days written notice. Any termination will not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order will survive such termination.
- 2.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party may recover its costs for such litigation, including without limitation, attorney's fees and court costs, from the non-prevailing party in addition to such other relief a court may award.
- 2.3.5 This tariff will be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

#### 2.4 Liability of the Company

- 2.4.1 Except as otherwise stated in this Section, Company's liability for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish the Service, whether caused by acts or omission, will be limited to a credit to Customer's account not to exceed one month's charges to the Customer.
- 2.4.2 Except for the extension of allowances to Customer for interruptions in service, Company will not be liable to Customer or third party for any direct, indirect, incidental, special consequential, exemplary or punitive damages, including but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure or breakdown of facilities associated with the service.
- 2.4.3 Company's liability for errors in billing that result in overpayment by Customer will be limited to the amount erroneously billed plus the interest at the statutory rate.

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2.4.4 Company will not be liable for any claims for loss or damages involving:

- (A) Any act or omission of: (a) Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by Company; or (c) common carriers or warehousemen;
- (B) Any delay or failure of performance or equipment due to causes beyond Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, war or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer, any underlying carrier, the LEC or other third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of Company's facilities and Services;
- (D) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
- (E) Breach in the privacy or security of communications transmitted over Company's facilities;
- (F) Changes in any of the facilities, operations or procedures of Company that render any equipment, facilities or services provided by Customer obsolete, or require modification or alteration of such equipment, facilities or services, other otherwise affect their use or performance, except where reasonable notice is promised by the Company and is not provided to Customer, in which event Company's liability is limited as set forth in paragraph A of this Subsection 2.3.1.
- (G) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act

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or omission of Customer, or the construction, installation, maintenance, presence, use or removal of Customer's facilities or equipment connected, or to be connected to Company's facilities;

- (I) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for Company or is not authorized by Company;
- (J) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (K) Any act or omission in connection with the provision of 911, E911, or similar services;
- (L) Any noncompletion of calls due to network busy conditions;
- (M) Any calls not actually attempted to be completed during any period that service is unavailable.

2.4.5 Customer will indemnify, defend and hold harmless Company from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.4.6 Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Customer will indemnify, defend and hold harmless Company from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.

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- 2.4.7 Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if Company has acted as Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.4.8 Any claim of whatever nature against Company will be deemed to have been waived unless presented in writing to Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.4.9 COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.5 Prohibited Uses

- 2.5.1 Customer must not use the services for any unlawful purpose or for any use for which Customer has not obtained all required governmental approvals, licenses, consents and permits.
- 2.5.2 Company may require Customer to immediately shut down its transmission if, in the judgment of Company, any use of the facilities or Service by Customer may adversely affect Company's personnel, plant, property or Service. Company may take immediate action, including termination of the Service and severing of the connection, without notice to Customer when injury or damage to telephone personnel, plant, property or service is occurring or is likely to occur.
- 2.5.3 Customer may not assign, or transfer in any manner, the Service or any rights associated with the Service without Company's written consent. Company will permit Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for Services. Such transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this tariff will apply.

2.6 Obligations of the Customer

2.6.1 Liability of the Customer

- (A) Customer will be liable for damages to Company's facilities and for all incidental and consequential damages caused by negligent or intentional

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acts or omissions of Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of Company's sole negligence or intentional misconduct.

- (B) To the extent caused by any negligent or intentional act of Customer as described in Section 2.6.1(A), Customer will indemnify, defend and hold harmless Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to person, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by Company to any third party pursuant to this or any other price list of Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by Company to such third party.
- (C) Customer will not assert any claim against any other customer or user of Company's services for damages 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, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## 2.7 Advance Payments

To safeguard its interests, Company may require Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. The advance payment will be credited to Customer's initial bill.

## 2.8 Customer Deposits

Company will not request customer deposits, unless Customer does not meet credit requirements.

## 2.9 Payment Arrangements

### 2.9.1 Payment for Service

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Customer is responsible for payment of all charges for services furnished by Company to Customer.

(A) Taxes

Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Company's services. All taxes are listed as separate items and are not included in the quoted rates.

2.9.2 Billing and Collection of Charges

Customer is responsible for payment of all charges incurred by Customer or other users for Services and facilities furnished to Customer by Company.

- (A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- (B) Company will present invoices for Recurring Charges monthly to Customer, in advance of the month in which Service is provided, and Recurring Charges will be due and payable within 30 days after the date of the invoice.
- (C) When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rate basis based upon the number of days in such month.
- (D) Billing of Customer by Company will begin on the day on which Company notifies Customer that the Service or facility is available for use, unless the Service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the Service is discontinued.
- (E) If any portion of the payment is received by Company after the date due, or if any portion of the payment is received by Company in funds which are not immediately available upon presentment, then Customer will pay to Company a late payment fee as described herein. The late payment fee will equal the portion of the payment not received by the date due, multiplied by a late factor. The late factor will be the lesser of :

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- (1) a rate of 1.5 percent per month; or
  - (2) the highest interest rate which may be applied under state law for commercial transactions.
- (F) Customer has up to 30 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (G) If service is disconnected by Company in accordance with section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

### 2.9.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to Company, Company may, by giving 5 working days prior written notice to Customer, discontinue or suspend Service without incurring any liability.
- (B) If Customer violates any of the other material terms or conditions contained in this tariff, then Company may, by giving 5 working days prior written notice to Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide Service to Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, Company, by notice to Customer, may discontinue or suspend Service without incurring any liability.
- (D) Upon any governmental prohibition or required alteration of Service or any violation of an applicable law or regulation, Company may immediately discontinue Service without incurring any liability.
- (E) If Customer or any of its users, make any fraudulent use of Company's network, Company may without notice suspend or discontinue Service. Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. Customer must also pay any reconnection charges.
- (F) Upon Company's discontinuance of Service to Customer, Company, in addition to all other remedies that may be available to Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by Customer during the remainder of the term for which such services would have

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otherwise been provided to Customer to be immediately due and payable (discounted to present value at six percent).

## 2.10 Allowances for Interruption of Service

A Service is interrupted when it becomes unusable by Customer, e.g., the customer is unable to transmit or receive, because of a failure of a component furnished by Company under this tariff. In accordance with the Commission's rules, Company is liable only for Service interruptions of 24 hours or greater. If Company is aware of an outage, then Company may credit Customer's account for loss of Service. Company will consider such situations on a case by case basis.

### 2.10.1 Limitations on Allowances

No credit allowance will be made for any interruption of Service:

- (A) due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than Company, including but not limited to Customer or other common carriers connected to the Company's Service;
- (B) due to the failure of power, equipment, systems, or services not provided by Company;
- (C) due to circumstances or causes beyond the control of Company;
- (D) during any period in which Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) during any period when Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (F) that occurs or continues due to Customer's failure to authorize replacement of any element of special construction; and
- (G) that was not reported to Company within fifteen (15) days of the date that Service was affected.

### 2.10.2 Application of Credits for Interruptions of Service

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- (A) When Company determines that an interruption in service has occurred and that a credit to Customer's charges are due as described in this tariff, Company will apply that credit directly to Customer's account. Company will calculate such credits by multiplying the fixed monthly, recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) Credit will be rounded to the nearest hour.
- (B) Except as otherwise explicitly provided for in this tariff, credits and credit allowances are Customer's sole and exclusive remedy for any and all interruptions in Service.

## 2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), Customer must pay to Company termination liability charges, which are defined below. These charges will become due and owing as of the effective date of the cancellation or termination.

### 2.11.1 Termination Liability

Customer's termination liability for cancellation of Service will be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all Recurring Charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by Company as a direct result of Customer's cancellation.

## 2.12 Customer Liability for Unauthorized Use of the Network

### 2.12.1 Unauthorized Use of the Network

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

SECTION 3 - Description of Services

Carrier provides non-switched point-to-point transport of voice and data communications. Unless otherwise indicated, rates identified in this tariff are monthly rates.

SECTION 4 Rate Schedules

This section sets forth the rates and charges applicable to Carrier's service offerings.

4.1 Nonswitched Transport Services

A.

<u>Service</u>	<u>Rate Per Mile Per Month</u>
DS-0	\$8.00
T-1	\$14.00
DS-3	\$200.00
OC-3	\$600.00
OC-12	\$2,400.00
OC-48	\$9,120.00
OC-192	\$34,656.00
OC-678	\$131,693.00

4.2 Dishonored Checks

Customer will be assessed a minimum service charge of at least twenty-five dollars (\$25.00), as allowed by Florida law, for each check submitted by Customer to Company which a financial institution refuses to honor.

4.3 Special Service Arrangements

Customer-specific arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing price list offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the customer's request. Unless otherwise specified, the

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regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this tariff. The necessary tariff revisions will be filed to reflect the special service arrangements.

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## **APPENDIX G**

### **22A FINANCIAL CAPABILITY**

With capitalization of approximately eight million dollars and a net income for 1998 of over four million dollars, Southern Telecom has sufficient financial capability to provide and maintain the services for which it is applying for certificate of authority and to meet its lease and ownership obligations. The attached financial statements provide more detail.



DATE: December 2, 1999

RE: Southern Telecom Financial Statements

FROM: Kenneth L. Huff

TO: Southern Telecom Management

I have reviewed Southern Telecom's Income Statements (for the 12 months ending December 31, 1998 and for the ten months ending October 31, 1999) and the Balance Sheets (as of December 31, 1998 and October 31, 1999). Additionally, I have reviewed the Cash Flow Statement as of October 31, 1999.

I am satisfied that these statements reasonably reflect the results of operations and the financial position of Southern Telecom.



\_\_\_\_\_  
Kenneth L. Huff  
*Comptroller and General Manager of  
Administrative and Financial Services*

**Southern Telecom, Inc.**  
Statement of Income  
For the period ended October 31, 1999

Operating revenues	\$ 6,244,584
Operating expenses	<u>2,760,389</u>
<b>Operating income</b>	3,484,194
Other income	<u>235,001</u>
<b>Income before taxes</b>	3,719,196
Income taxes	<u>1,245,707</u>
<b>Net income</b>	<u><u>\$ 2,473,489</u></u>



**Southern Telecom, Inc.**  
Statement of Income  
For the year ended December 31, 1998

Operating revenues	\$ 12,303,069
Operating expenses	<u>5,656,285</u>
<b>Operating income</b>	6,646,784
Other income	<u>206,308</u>
<b>Income before taxes</b>	6,853,092
Income taxes	<u>2,796,717</u>
<b>Net income</b>	<u>\$ 4,056,375</u>

**Southern Telecom, Inc.**  
Balance Sheet  
October 31, 1999

**Assets :**

*Current Assets :*

Cash	\$ 24,613,879
Accounts receivable	2,853,200
Accounts receivable - associated companies	1,298,693
Costs in excess of billings	780,220
Total Current Assets	\$ 29,545,992

Deferred charges related to income taxes 55,466

Property and Investments	\$ 991,810
Accumulated Depreciation	(139,834)
Net property and investments	851,976
Total Assets	<u>\$ 30,453,433</u>

**Liabilities :**

Accounts payable	\$ 155,942
Accounts payable - associated companies	195,275
Taxes accrued	557,705
Billings in excess of costs	22,180,739
Deferred credits	<u>942,996</u>

Total Liabilities \$ 24,032,658

**Capitalization :**

Common Stock	\$ 1,000
Paid in Capital	-
Retained Earnings	<u>6,419,775</u>

Total Capitalization \$ 6,420,775

Total Liabilities and Capitalization \$ 30,453,433

**Southern Telecom, Inc.**  
Balance Sheet  
December 31, 1998

**Assets :**

*Current Assets :*

Cash	\$ 3,773,466
Accounts receivable	4,148,889
Accounts receivable - associated companies	2,017,323
Costs in excess of billings	1,834,465
Total Current Assets	\$ 11,774,142
Deferred charges related to income taxes	554,104
Property and Investments	\$ 1,797,763
Accumulated Depreciation	(97,539)
Net property and investments	1,700,224
Total Assets	<u>\$ 14,028,470</u>

**Liabilities :**

Accounts payable	\$ 218,862
Accounts payable - associated companies	1,877,162
Taxes accrued	520,944
Billings in excess of costs	2,340,371
Deferred credits	<u>1,123,846</u>
Total Liabilities	<u>\$ 6,081,184</u>

**Capitalization :**

Common Stock	\$ 1,000
Paid in Capital	3,333,429
Retained Earnings	<u>4,612,857</u>
Total Capitalization	<u>\$ 7,947,287</u>

Total Liabilities and Capitalization \$ 14,028,470

**Southern Telecom, Inc.**  
**Statement of Cash Flows**  
**(Indirect Method)**

Increase(Decrease) in Cash  
for the Period Ended October 31, 1999

*Cash flows from operating activities :*

<b>Net Income</b>		\$ 2,473,489
Adjustments to reconcile net income to net cash provided by operating activities :		
Depreciation and Amortization	42,296	
Changes in operating assets and liabilities :		
Decrease in accounts receivable (net of provision for bad debt)	1,295,689	
Decrease in accounts receivable - associated companies	718,630	
Decrease in costs in excess of billings	1,054,246	
Decrease in deferred charges related to income taxes	498,638	
Decrease in accounts payable	(62,920)	
Decrease in accounts payable - associated companies	(1,681,887)	
Increase in taxes accrued	36,761	
Increase in billings in excess of costs	19,840,368	
Decrease in deferred credits	<u>(180,850)</u>	
Total adjustments to net income		<u>21,560,971</u>
Net cash provided (used) by operating activities		\$ 24,034,460

*Cash flows from investing activities :*

Decrease in Property and Investments		\$ 805,953
--------------------------------------	--	------------

*Cash flows from financing activities*

Decrease in paid in capital	\$ (3,333,429)	
Dividends paid to parent	<u>(666,571)</u>	
Net cash provided (used) by financing activities		<u>(4,000,001)</u>
Net increase (decrease) in cash		\$ 20,840,413
Cash - beginning of year		<u>3,773,466</u>
Cash - end of period		<u><u>\$ 24,613,879</u></u>

## APPENDIX H

### 22B MANAGERIAL CAPABILITY

The following summarizes the qualifications of Southern Telecom's key personnel.

#### **Bertram Sears, President and CEO**

Mr. Sears joined Southern Company in 1991 as a financial analyst. Since that time he has served as Manager of the Corporate Finance Group and Project Finance Manager of Southern Electric International, Executive Assistant to the President and CEO of Georgia Power, and Georgia Power's Region Manager of the Metro Southwest. He served in this capacity until assuming his current position in November of 1998. In addition to serving as president and CEO of Southern Telecom, Mr. Sears is also Vice President, Marketing and New Business Development at Southern Company Services, Inc. In this role he also serves as President and CEO of Southern Company Energy Solutions, a non-regulated Southern Company subsidiary, responsible for developing and managing customer-focused, energy-related products and services.

Before joining the Southern Electric System, Mr. Sears was with Paine Webber, Inc. in New York City. There, he had a variety of financial roles which included equity research, fixed income security trading, mutual fund marketing, real estate partnership management and municipal investment banking.

Mr. Sears received a Master's degree in Business Administration from Harvard University in 1991, and a Bachelor's degree in political science from Morehouse College in Atlanta in 1986. He also attended the Universitat Freiburg in Freiburg, West Germany, from 1984-1985, where his studies concentrated on political science and economics.

#### **Michael Britt, Vice President**

Prior to serving in this role, Mr. Britt served as Director of Mass Market Strategy and as Assistant to the Vice President of Telecommunications Services for Southern Company. Mr. Britt also has a successful career in business strategy consulting to the electric and telecommunications industries with Andersen Consulting and Theodore Barry & Associates.

In Mr. Britt's 10 year consulting career he served numerous Telecommunications, Entertainment and Electric Utility customers including BellSouth, Bell Atlantic, Cox Communications, TCI, Comcast, Western Resources, Florida Power & Light and TVA. In early 1996, Mr. Britt co-authored an Anderson Consulting publication "The Role of Broadband Communications In The Utility of the Future."

Mr. Britt received his Bachelor's degree from the University of Pennsylvania in 1985 and his Master's in Business Administration from the University of Notre Dame in 1991.

### **Wayne Ellis, General Manager**

Wayne Ellis has over 19 years of experience at Southern Company. He has managed fiber optic development projects throughout the Southern Company territory. He also has management experience in the areas electric generation project development, utilities marketing (sales planning and research) and distribution engineering. He has also served in the United States Army for twenty five years, on both an active and reserve basis, as Signal (Communications) officer.

He has a Masters of Business Administration from the University of Alabama-Birmingham and a Bachelor of Electrical Engineering from the Georgia Institute of Technology. He is a Registered Professional Engineer, State of Alabama, # 14843.

### **Donald D. Griggs, Contract Manager**

Donald Griggs provides management assistance in implementation of legal, tactical and strategic services, goals and objectives. He coordinates all new business development opportunities and manages strategic business relationships. He also coordinates accounting, operations and engineering functions.

He previously served as a project administrator for Southern Development and Investment Group. In that position, he provided project administration for ongoing business lines and projects. He also interfaced with key clients to ensure that all contractual obligations were being met and that customers were satisfied with their services. He also provided detailed analysis of contractual terms and conditions.

He received a Bachelor in Electrical Engineering in 1996 from the Georgia Institute of Technology with a specialization in Electronic Design and Applications of Analog Electronics

### **Phil Franklin, Business Development Manager**

Phil Franklin is responsible for developing new clients, analyzing project proposals, developing new business strategies and performing strategic planning of new and ongoing projects. He has 12 years of experience with the Southern Company.

His other duties within the Southern System have included credit risk management, electric power marketing and sales, commercial pricing management, commercial power sales and management and electrical engineering and system design.

He has a Master of Business Administration from Auburn University at Montgomery and a Bachelor of Electrical Engineering from Auburn University.

## APPENDIX I

### 22C TECHNICAL CAPABILITY

Southern Telecom will contract with Southern Company Services for technical maintenance of Southern Telecom's network. Southern Company Services manages, operates and maintains one of the largest privately owned telecommunications networks in the South East. Starting in 1957 with the formation of a group of dedicated individuals responsible for providing internal communications services to Southern Company affiliates, Southern Company Services has grown to an organization comprised of 40 engineers and 140 operations personnel . Southern Company Services maintains and operates Southern Company's internal communications network and provides products and maintenance services to two of the nations largest telecommunications companies. Through its state of the art Network Operations Center (NOC) and its Telecommunications Operation Center (TOC) located in Birmingham, Alabama, Southern Company Services monitors and maintains its telecommunications network 24 hours a day, 7 days a week. Southern Company's telecommunications infrastructure consists of 5000 miles of microwave network, 3600 miles of fiber optic network, 382 microwave sites and over 120 fiber sites including Points of Presence. Southern Company Services currently provisions and manages over 7,000 circuits daily.