



210 N. Park Ave.
Winter Park, FL
32789

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

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

June 14, 2000
Overnight

Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

RECEIVED-FPSC
00 JUN 15 AM 10:25
RECORDS AND
REPORTING

000718-TI

RE: Initial Application and Tariff for Authority to Provide Interexchange
Telecommunications Services within the State of Florida.
ESS.COM, LLC

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of ESS.COM, LLC. Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
ESS.COM, LLC

RECEIVED & FILED

man
FPSC-BUREAU OF RECORDS

cc: D. Brough, ESS
B. Heitz, ESS
file: ESS - FL
tms: flo0000

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAIL ROOM
00 JUN 15 AM 9:42

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:

DOCUMENT NUMBER-DATE

07309 JUN 15 00

FPSC-RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

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

Instructions

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

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

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

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying 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 the 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.

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

Original Authority (New company)

Approval of transfer (To another certificated company)

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

Approval for transfer of control (To another certificated company.)

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

ESS.COM, L.L.C.

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

Not applicable

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

ESS.COM, L.L.C.
Street: **300 West Pratt Street, Suite 425**
City, State: **Baltimore, MD**
Zip Code: **21201**

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

Not applicable

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

Not applicable

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

9. If incorporated, please give:

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

Corporate charter number: L00000001467

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

**William R. Heitz, PA
1387 South West 18th Street
Boca Raton, FL 33486**

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

Not applicable

Fictitious name registration number:

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

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

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

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

Douglas Brough was President of Intercontinental Communications Group, a certificated Florida company, in good standing, operating under the d/b/a's Fusion Telecom and Fusion Trucker-Phone. Mr. Brough is no long an employee of Intercontinental Communications Group, but works with the company upon occasion on a consulting basis.

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

(a) The application:

Monique Byrnes
Consultant to ESS.COM, L.L.C.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

William R. Heitz
c/o ESS.COM, L.L.C.
1801 S. Federal Highway, Suite 237
Del Ray Beach, FL 33483
Telephone: (561) 274-7000
Facsimile: (561) 274-9545

(c) Tariff:

Monique Byrnes
Consultant to ESS.COM, L.L.C.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimilie: (407) 740-0613

(d) Complaints/Inquiries from customers:

ESS.COM, L.L.C.
Customer Service Manager
300 West Pratt Street, Suite 425
Baltimore, MD 21201
Telephone: (410) 539-6070
Toll Free: (800) 685-2138
Facsimile: (410) 539-6071

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

ESS is not yet operating in any jurisdiction. The Company is in the process of registering or obtaining authorization or certification to provide telecommunications in all jurisdictions as part of its objective of becoming a nationwide service provider.

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

New Jersey and Texas.

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

ESS is not yet certified in any jurisdiction. The Company is in the process of registering or obtaining authorization or certification to provide telecommunications in all jurisdictions as part of its objective of becoming a nationwide service provider.

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

None

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

None

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

None

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

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

13. Do you have a marketing program?

ESS is a start-up company and is now developing its marketing plans.

14. Will your marketing program:

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

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

The company will offer commissions to aggregator locations selecting it as the carrier of choice.

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

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

17. Please provide the following (if applicable):

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

Yes, the Company's name will appear on customer bills.

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

For Operator Services billing:

**Billing Concepts, Inc. d/b/a Zero Plus Dialing
7411 John Smith Drive, Suite 200
San Antonio, Texas 78229-4898**

The Company bills direct for direct dial calls.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial Capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

Further, a **written explanation**, which can include supporting documentation, regarding the following should be provided to show financial capability.

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

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.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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

See Attachment II.

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

MTS with distance sensitive per minute rates

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with route specific rates per minute

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

- Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers.

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

800 Service (Toll free)

WATS type service (Bulk or volume discount)

- Method of access is via dedicated facilities
 Method of access is via switched facilities

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

- (X) **Travel service**
 - () Method of access is 950
 - (X) Method of access is 800

- () **900 service**

- (X) **Operator Services**
 - (X) Available to presubscribed customers
 - (X) Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
 - () Available to inmates

Services included are:

- (X) Station assistance
- (X) Person to person assistance
- (X) Directory assistance
- () Operator verify and interrupt
- () Conference calling

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

For direct dial calls: 1 + destination number

For 800 calls: 1+ subscriber's toll free telephone number

For travel service calls: a toll free access number, plus identification number, plus the destination telephone number.

22. Other:

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. REGULATORY ASSESSMENT FEE:

I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. GROSS RECEIPTS TAX:

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. SALES TAX:

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. APPLICATION FEE:

A non-refundable application fee of \$250.00 must be submitted with the application.

5. RECEIPT AND UNDERSTANDING OF RULES:


I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

7. ACCURACY OF APPLICATION:

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. **Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".**

UTILITY OFFICIAL:


Signature


Date

**Douglas C. Brough, President
ESS.COM, L..L.C.
300 West Pratt Street, Suite 425
Baltimore, MD 21201
Telephone: (410) 539-6070
Toll Free: (800) 685-2138
Facsimile: (410) 539-6071**

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

I, _____, of _____, and current holder of certificate number _____, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable

UTILITY OFFICIAL:

Signature

Date

Telephone

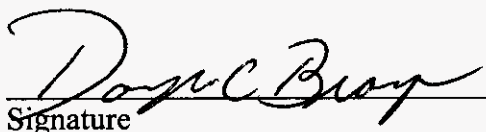
**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:


Signature


Date

**Douglas C. Brough, President
ESS.COM, L.L.C.
300 West Pratt Street, Suite 425
Baltimore, MD 21201
Telephone: (410) 539-6070
Toll Free: (800) 685-2138
Facsimile: (410) 539-6071**

**** APPENDIX C ****

INTRASTATE NETWORK

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

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

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

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

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

POP-to-POP	TYPE	OWNERSHIP
-------------------	-------------	------------------

- 1) **None.**
- 2)
- 3)

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

Statewide

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

Not applicable

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

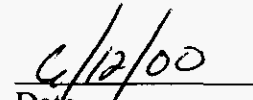
Not applicable

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

Not applicable.

UTILITY OFFICIAL:


Signature


Date

**Douglas C. Brough, President
ESS.COM, L.L.C.
300 West Pratt Street, Suite 425
Baltimore, MD 21201
Telephone: (410) 539-6070
Toll Free: (800) 685-2138
Facsimile: (410) 539-6071**

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

Extended Service Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Bellevue, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG: Clearwater.

LAKELAND: Bartow, Mulberry, Plant City, Polk City and Winter Haven.

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creet, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS: Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES: Marco Island and North Naples.

WEST PALM BEACH: Boynton Beach and Jupiter.

POMPANO BEACH: Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE: Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD: Ft. Lauderdale and North Dade.

NORTH DADE: Hollywood, Miami and Perrine.

MIAMI: Homestead, North Dade and Perrine.

ESS.COM, L.L.C. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

**STATE OF FLORIDA
 LIMITED LIABILITY COMPANY
 ARTICLES OF ORGANIZATION
 FOR
 ESS.COM, L.L.C.**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, ("L.L.C. Act"), hereby certifies that:

ARTICLE I. COMPANY NAME

The name of the Limited Liability Company is: ESS.COM, L.L.C. (hereinafter the "Company")

ARTICLE II. MAILING AND STREET ADDRESS OF COMPANY

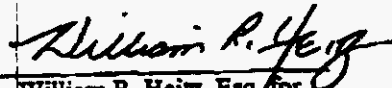
The mailing address and street address of the principal office of the Company is 1707 Westminster Way, Annapolis, Maryland 21401.

ARTICLE III. REGISTERED AGENT AND REGISTERED AGENT ADDRESS

The address of the registered office and the name and address of the registered agent of the Company required to be maintained by Section 608.415 of the L.L.C. Act are:

William R. Heitz, P.A.
 1387 South West 18th Street
 Boca Raton, Florida 33486

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 608, F.S.


 William R. Heitz, Esq. for
 William R. Heitz, P.A. as its
 President

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 00 FES-3 PH12:53

ARTICLE IV. COMMENCEMENT AND TERM OF EXISTANCE

The Company shall have a perpetual existence subject to the terms and conditions of the L.L.C. Act and the Limited Liability Company Operating Agreement (" Operating Agreement").

ARTICLE V. MANAGERS

The Company is to be managed by one or more managers and is, therefore, a manager - managed company. The name and address of the initial managers are set forth below. The initial managers shall serve as the managers until the first annual meeting of the members or until their successors are elected and qualified.

Douglas C. Brough- 1707 Westminster Way, Annapolis, Maryland 21401.

William R. Heitz- 1387 SW 18th Street, Boca Raton, Florida 33486

ARTICLE VI. INDEMNIFICATION

The Company, subject to such standards and restrictions, if any, as are set forth in the Articles of Organization, the Operating Agreement or the L.L.C. Act, may, and shall have the power to, but shall not be required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

ARTICLE VII. FORMATION

The member hereby forms the Company as a limited liability company under and pursuant to the provisions of the L.L.C. Act for the purposes and upon the terms and conditions set forth in the Operating Agreement. The rights and obligations of the members of the Company shall be as provided in the L.L.C. Act, except as otherwise expressly provided in the Operating Agreement. In the event of any inconsistency between any terms and conditions contained in the Operating Agreement and any non-mandatory provisions of the L.L.C. Act, the terms and conditions contained in the Operating Agreement shall govern.

ARTICLE VIII. MEMBERS

The members shall be entitled to admit additional members upon the unanimous consent of all then current members. Any new member shall become a member upon payment of their contribution to the capital of the Company, and upon such member's agreement to comply with the Articles of Organization, Regulations and Operating Agreement of the Company then in existence.

ARTICLE IX. DISSOLUTION OF COMPANY

The limited liability company shall dissolve and terminate only as provide in the Operating Agreement. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member will not terminate the limited liability company if there is at least one member.

ARTICLE X. EFFECTIVE DATE

The effective date of these Articles of Organization shall be February 1, 2000.

ARTICLE XI. RETURN OF CAPITAL

No member shall have the right to demand the return of his or its contribution to capital except as provided in the Operating Agreement then in existence.

IN WITNESS WHEREOF, the undersigned member has executed the foregoing Articles of Organization as of the 1st day of February 2000.

MEMBER

William R. Heitz
Heitz Management Corp., by its
President, William R. Heitz

00FED-3 PM12:53
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

ESS.COM, L.L.C.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by ESS.COM, L.L.C. with principal offices located at 300 West Pratt Street, Suite 425, Baltimore, Maryland 21201. 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: June XX, 2000

EFFECTIVE: June YY, 2000

ISSUED BY: Douglas C. Brough, President
300 West Pratt Street, Suite 425
Baltimore, Maryland 21201

FLO0000

CHECK SHEET

The Title Sheet and sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each sheet.

Sheet	Revision	Sheet	Revision
Title	Original *	26	Original *
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
5	Original *	31	Original *
6	Original *	32	Original *
7	Original *	33	Original *
8	Original *	34	Original *
9	Original *	35	Original *
10	Original *	36	Original *
11	Original *	37	Original *
12	Original *	38	Original *
13	Original *	39	Original *
14	Original *	40	Original *
15	Original *	41	Original *
16	Original *	42	Original *
17	Original *	43	Original *
18	Original *	44	Original *
19	Original *	45	Original *
20	Original *	46	Original *
21	Original *	47	Original *
22	Original *	48	Original *
23	Original *		
24	Original *		
25	Original *		

*Indicates those sheets included with this filing.

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SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 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 sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Carrier/Company - ESS.COM, L.L.C. unless otherwise specified or clearly indicated by the context.

Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a calling card.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

ESS - Used throughout this tariff to refer to ESS.COM, L.L.C.

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

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

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

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

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

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

Operator Station Call - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

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

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

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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

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

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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SECTION 2 — RULES AND REGULATIONS**2.1 Undertaking of ESS.COM, L.L.C.**

ESS's services and facilities are furnished for communications originating at specified points within the State of Florida under the terms of this Tariff.

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

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

2.2 Limitations of Service

2.2.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3 Use of Service

2.3.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.3.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment and Transfer**

All facilities provided under this tariff are directly or indirectly controlled by ESS and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

2.5 Liability of the Company

2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.5 Limitation of Liability, (Cont'd.)

- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- 2.5.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- 2.5.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.6 Interruption of Service**

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.7 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility**

2.8.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All Customers are responsible for the following:

- (A) The Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- (B) When placing an order for service, the Customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- (C) The Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the Customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
- (D) After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility, (Cont'd.)****2.8.2 Maintenance, Testing and Adjustment**

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8.3 Deposits

The Company does not require a deposit from the Customer. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.8.4 Advance Payments

The Company does not require advance payments for service. The prepayment of services which are immediately available to the Customer does not constitute an advance payment.

2.8.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility, (Cont'd.)****2.8.5 Credit Allowances, (Cont'd.)**

(C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a Customer order for a change in the service;
3. Interruption caused by the negligence of the Customer or his authorized user;
4. Interruptions of service due to customer or authorized user provided facilities.

2.8.6 Cancellation by Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility, (Cont'd.)****2.8.7 Payment and Charges for Services****(A) Payment of Charges**

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The Customer is responsible for payment of all charges for service furnished to the Customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.8.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.9 Carrier Responsibility****2.9.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.8.5, when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The Customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.9.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.9 Carrier Responsibility, (Cont'd.)****2.9.3 Disconnection of Service by Carrier**

Carrier, upon five (5) days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.9.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.10 Special Conditions Governing Operator Services****2.10.1 Company Obligations**

When providing Operator Services to Aggregators, the Company will:

- (A) Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- (B) Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- (C) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- (D) Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- (E) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- (F) Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- (G) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.10 Special Conditions Governing Operator Services, (Cont'd.)****2.10.2 Aggregator Obligations**

(A) The Company requires each operator service customer to post an informational card (tent card), as defined in Section 2.10.6 of this tariff, on or near the telephone notifying the End User of the following information:

1. The name, address and toll-free number of the operator service provider.
2. The Company's operator service rates (collect, credit card, person-to-arson, etc.).
3. The Company's billing procedures.
4. IntraLATA dialing instructions.
5. IntraLATA rates or how to obtain these rates.
6. InterLATA dialing instructions.
7. InterLATA rates or how to obtain these rates.
8. Hotel surcharge for local calls, if any, which are billed by the hotel.
9. Hotel surcharge for long distance calls, if any which are billed by the hotel.

2.10.3 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill.

2.10.4 Call Routing

Carrier will route all 0- intraLATA calls to the Local Exchange Company for appropriate handling.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.10 Special Conditions Governing Operator Services, (Cont'd)

2.10.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- (A) Carrier will not knowingly bill for uncompleted calls.
- (B) Carrier will provide full credit for any call of one minute or less upon being informed by a Customer that the call was not completed.
- (C) An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- (D) An uncompleted call does not include calls using busy line interrupt, -line -status verification or directory assistance services.

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.10 Special Conditions Governing Operator Services, (Cont'd)

2.10.6 Sample Tent Card for Aggregator Locations - The Company provides a tent card for OSP calls. An example of the front and back of the tent card is provided below.

ESS.COM, L.L.C.

Dialing Instructions for Operator Assisted and Calling Card Calls

Long Distance Dialing Instructions

Domestic

9 + 0 + area code + phone number
At the tone, dial your calling card number, or press "0" for an operator

International

9 + 01 + country code + city code + phone number
At the tone, dial your calling card number, or press "0" for an operator

Payment may be made by using telephone calling cards, most major credit cards, calling collect or verified third party billing.

Consumer Information

For free rate quotes, reach an outside line then dial 0+ area code + number, than wait for a ESS.COM, L.L.C. operator. For additional information, call our customer service department at 1-877-4ESS or write ESS.COM, L.L.C., 300 West Pratt Street, Suite 425, Baltimore, Maryland 21201.

Your may reach other long distance carriers from this telephone. Just dial the access code provided by that carrier.

Any complaints may be directed to:

FCC Enforcement Division
Common Carrier Bureau
Mail Stop 1600A2
Washington DC 20554

Florida Public Service Commission
Division of Communication
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0850

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

ESS provides direct dial, toll free, travel card and operator services for communications originating and terminating within the State of Florida. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of ESS's services and network.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

3.2 Timing of Calls

Billing for calls placed over the ESS network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.3 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued

3.4 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The Customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Terminal Equipment**

Carrier's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the Customer's service.

ISSUED: June XX, 2000

EFFECTIVE: June YY, 2000

ISSUED BY: Douglas C. Brough, President
300 West Pratt Street, Suite 425
Baltimore, Maryland 21201

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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EFFECTIVE: June YY, 2000

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Baltimore, Maryland 21201

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Mileage Calculation

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Subscriber or Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.8 Operator Assisted Calling**

Operator Assisted Calling is available for use by transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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300 West Pratt Street, Suite 425
Baltimore, Maryland 21201

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.9 Switched Outbound Service**

Switched Outbound Service is available to business and residential Customers for outbound calling from presubscribed lines. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to the per minute rate.

3.10 Switched Inbound Service

Switched Inbound Service is available to Customer for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of six (6) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

ISSUED: June XX, 2000

EFFECTIVE: June YY, 2000

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300 West Pratt Street, Suite 425
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.11 Dedicated Outbound Service**

Dedicated outbound service designed for business Customers. Calls are billed in six (6) second increments with a six (6) second minimum billing period. Calls originate from Customer provided dedicated access lines. Rates are not mileage or time-of-day sensitive and do not include charges for facilities from the Customer location to the Carrier Point of Presence. (POP). This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

3.12 Dedicated Inbound Service

Dedicated Inbound Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an toll free number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

3.13 Travel Card Service

Travel Card Service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. Cards are offered at different rates depending upon whether a per call charge is applied.

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EFFECTIVE: June YY, 2000

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.14 Debit Card Service**

Debit Card Service allows Customers to place calls from locations other than their normal place of business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the debit card.

3.14.1 Terms and Conditions of Service

- A. All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- B. Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Debit Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. All calls must be charged against a Debit Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Card is insufficient to continue the call.
- D. All company Debit Cards expire one (1) year from the last time the card was used. If the card is not used within a one (1) year period from purchase it will expire.
- E. The Company does not refund any unused balances in a Debit Account.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.14 Debit Card Service, (Cont'd.)

3.14.2 Discontinuance of Service

Debit Card Service may also be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Card Account Renewal of a fully-depleted balance.
- B. When the Available Account Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- C. When the established expiration date of the Customer Account is reached.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.14 Debit Card Service, (Cont'd.)****3.14.3 Description**

Debit Card Service is offered to organizations or commercial entities for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the organization or commercial entity upon joint agreement with the Company. The organization or commercial entity is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Company reserves the right to approve or reject any image and to specify the Customer information language and use of the Company's trade mark, trade name, service mark or other image on the card. The organization or commercial entity may distribute the Company's debit cards at reduced rates or free of charge to end users.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Debit Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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Douglas C. Brough, President
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.15 Directory Assistance

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

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EFFECTIVE: June YY, 2000

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Baltimore, Maryland 21201

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SECTION 4 - RATES

4.1 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

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

* Up to, but not including

SECTION 4 - RATES**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

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

SECTION 4 - RATES, (CONT'D.)

4.2 Exemptions and Special Rates, (Cont'd.)

4.2.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

4.2.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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SECTION 4 - RATES, (CONT'D.)

4.3 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the The Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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

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

Rate per Call	\$0.35
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SECTION 4 - RATES, (CONT'D.)

4.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 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, whichever is greater.

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SECTION 4 - RATES, (CONT'D.)

4.5 Operator Assisted Calling

Calls are billed in full minute Additional Periods following an Initial Period of one (1) minute. No time of day or holiday discounts apply. Per minute rates and per call charges vary by call type as shown below:

	<u>Per Call Service Charge</u>	<u>Per Minute Usage Charge</u>
Customer Dialed Card Call (<i>0+ Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Dialed Card Call (<i>0- Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Station, Automated (<i>0+ Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Operator Station, Operator Assisted (<i>0- Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Person to Person Calls, All Calls (<i>0+ / 0- Calls</i>)		
All Billing Methods	\$3.25	\$0.30

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EFFECTIVE: June YY, 2000

ISSUED BY: Douglas C. Brough, President
300 West Pratt Street, Suite 425
Baltimore, Maryland 21201

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SECTION 4 - RATES, (CONT'D.)**4.6 Switched Outbound Service**

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines.

Plan 1		
	Rate Per Minute:	\$0.079
	Monthly Recurring Charge:	\$0.00
Plan 2		
	Rate Per Minute:	\$0.069
	Monthly Recurring Charge:	\$1.95
Plan 3		
	Rate Per Minute:	\$0.059
	Monthly Recurring Charge:	\$4.95

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EFFECTIVE: June YY, 2000

ISSUED BY: Douglas C. Brough, President
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Baltimore, Maryland 21201

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SECTION 4 - RATES, (CONT'D.)

4.7 Switched Inbound Service

Calls are billed in six (6) second increments after a minimum call duration for billing purposes of six (6) seconds.

Plan 1		
	Rate Per Minute:	\$0.079
	Monthly Recurring Charge:	\$0.00
Plan 2		
	Rate Per Minute:	\$0.069
	Monthly Recurring Charge:	\$1.95
Plan 3		
	Rate Per Minute:	\$0.059
	Monthly Recurring Charge:	\$4.95

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Baltimore, Maryland 21201

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SECTION 4 - RATES, (CONT'D.)

4.8 Dedicated Outbound Service

Calls are billed in six (6) second increments with a six (6) second minimum billing period.

<u>Term</u>	<u>Rate Per Minute</u>
Month-to-month	\$0.059
1 year	\$0.055
More than 1 year	\$0.050

4.9 Dedicated Inbound Service

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is six (6) seconds.

<u>Term</u>	<u>Rate Per Minute</u>
Month-to-month	\$0.059
1 year	\$0.055
More than 1 year	\$0.050

SECTION 4 - RATES, (CONT'D.)

4.10 Travel Card Service

Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. Cards are offered at different rates depending upon whether a per call charge is applied.

<u>Per Minute Rate</u>	<u>Per Call Charge</u>	<u>Monthly Service Fee</u>
\$0.25	\$0.00	\$0.00
\$0.19	\$0.25	\$0.00
\$0.14	\$0.50	\$0.00
\$0.10	\$0.45	\$9.95

4.11 Debit Card Service

Card No. 1	Rate Per Minute:	\$0.25
Card No. 2	Rate Per Minute:	\$0.20
	Per Call Charge:	\$0.50

ISSUED: June XX, 2000

EFFECTIVE: June YY, 2000

ISSUED BY: Douglas C. Brough, President
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Baltimore, Maryland 21201

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SECTION 5 - CONTRACTS AND PROMOTIONS

5.1 Contracts - General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

5.3 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

ATTACHMENT III

FINANCIAL STATEMENTS

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

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.

Financial Capability

ESS.COM, L.L.C., Inc. is a start-up company with the financial capability to begin and maintain operations in the state of Florida. Additional investments by the company's principals will be provided as required.

The company has sufficient financial capability to provide interexchange service throughout the state of Florida.

The company has sufficient financial capability to main interexchange service throughout the state of Florida.

The company does not have any plans to lease or own any equipment in connection with the services it intends to offer in the state of Florida. The company has sufficient financial capability to meet its contractual obligations to its underlying carrier.

The company submits its Financial Forecaast - Cash Flow and Balance Sheet as of May 19, 2000.

ESS.COM, LLC
Balance Sheet
April 30, 2000

<u>Assets</u>	
Cash & Cash Equivalents	\$ 20,100
Other Current Assets	\$ 9,900
Total Current Assets and Total Assets	<u>\$ 30,000</u>
<u>Liabilities</u>	
Total Liabilities	\$ -
<u>Equity</u>	
Common Stock & Paid in Capital	\$ 30,000
Retained Earnings	\$ -
Total Equity	<u>\$ 30,000</u>
Total Liabilities & Equity	<u>\$ 30,000</u>

ESS.COM, LLC
Income Statement
For the Month Ended April 30, 2000

Revenues		\$	176,000
Expenses			
Compensation expenses	\$	10,500	
Legal & Professional Services	\$	10,400	
Selling, general & administrative expenses	\$	<u>123,600</u>	
Total Expenses		\$	144,500
Net Income Before Income Taxes		\$	<u><u>31,500</u></u>

ESS.COM, LLC
Statement of Cash Flows
Projection For the Year Ended December 31, 2000

Operating Activities

Net Income	\$ 824,800
Non-Cash Expenses	\$ -
Increase (Decrease) in Current Assets & Current Liabilities - None	\$ -
Cash Inflow from Operating Activities	<u>\$ 824,800</u>

Investing Activities

- None	<u>\$ -</u>
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Financing Activities

- None	<u>\$ -</u>
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Cash & Cash Equivalents - Beginning Balance 1/1/00	\$ 20,100
Projected Net Cash Inflow	<u>\$ 824,800</u>
Cash & Cash Equivalents - Ending Balance 12/31/00	<u><u>\$ 844,900</u></u>

**STATE OF FLORIDA
LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION
FOR
ESS.COM, L.L.C.**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, ("L.L.C. Act"), hereby certifies that:

ARTICLE I. COMPANY NAME

The name of the Limited Liability Company is: ESS.COM, L.L.C. (hereinafter the "Company")

ARTICLE II. MAILING AND STREET ADDRESS OF COMPANY


The mailing address and street address of the principal office of the Company is 1707 Westminster Way, Annapolis, Maryland 21401.

ARTICLE III. REGISTERED AGENT AND REGISTERED AGENT ADDRESS

The address of the registered office and the name and address of the registered agent of the Company required to be maintained by Section 608.415 of the L.L.C. Act are:

William R. Heitz, P.A.
1387 South West 18th Street
Boca Raton, Florida 33486

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 608, F.S..



William R. Heitz, Esq. for
William R. Heitz, P.A. as its
President

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLE IV. COMMENCEMENT AND TERM OF EXISTANCE

The Company shall have a perpetual existence subject to the terms and conditions of the L.L.C. Act and the Limited Liability Company Operating Agreement (" Operating Agreement").

ARTICLE V. MANAGERS

The Company is to be managed by one or more managers and is, therefore, a manager - managed company. The name and address of the initial managers are set forth below. The initial managers shall serve as the managers until the first annual meeting of the members or until their successors are elected and qualified.

Douglas C. Brough- 1707 Westminster Way, Annapolis, Maryland 21401.

William R. Heitz- 1387 SW 18th Street, Boca Raton, Florida 33486

ARTICLE VI. INDEMNIFICATION

The Company, subject to such standards and restrictions, if any, as are set forth in the Articles of Organization, the Operating Agreement or the L.L.C. Act, may, and shall have the power to, but shall not be required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

ARTICLE VII. FORMATION

The member hereby forms the Company as a limited liability company under and pursuant to the provisions of the L.L.C. Act for the purposes and upon the terms and conditions set forth in the Operating Agreement. The rights and obligations of the members of the Company shall be as provided in the L.L.C. Act, except as otherwise expressly provided in the Operating Agreement. In the event of any inconsistency between any terms and conditions contained in the Operating Agreement and any non-mandatory provisions of the L.L.C. Act, the terms and conditions contained in the Operating Agreement shall govern.

ARTICLE VIII. MEMBERS

The members shall be entitled to admit additional members upon the unanimous consent of all then current members. Any new member shall become a member upon payment of their contribution to the capital of the Company, and upon such member's agreement to comply with the Articles of Organization, Regulations and Operating Agreement of the Company then in existence.

ARTICLE IX. DISSOLUTION OF COMPANY

The limited liability company shall dissolve and terminate only as provide in the Operating Agreement. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a member will not terminate the limited liability company if there is at least one member.

ARTICLE X. EFFECTIVE DATE

The effective date of these Articles of Organization shall be February 1, 2000.

ARTICLE XI. RETURN OF CAPITAL

No member shall have the right to demand the return of his or its contribution to capital except as provided in the Operating Agreement then in existence.

IN WITNESS WHEREOF, the undersigned member has executed the foregoing Articles of Organization as of the 1st day of February 2000.

MEMBER

William R. Heitz
Heitz Management Corp., by its
President, William R. Heitz

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

ESS.COM, L.L.C.

MANAGERIAL AND TECHNICAL CAPABILITIES

Douglas C. Brough - President, Secretary and Treasurer:

Mr. Brough is President of ESS.COM, L.L.C. and in this capacity is responsible for the strategic direction of the Company, overall product development and regulatory compliance issues. Mr. Brough is founder of ESS.COM, L.L.C. Prior to founding ESS, Mr. Brough held the position of President of Intercontinental Communications Group, Inc., a nationwide provider of telecommunications services, including operator services. Before his tenure at Intercontinental, Mr. Brough held positions as Executive Vice President at Integrated Telemanagement Services (Atlanta, Georgia) and President of Fiber-Optic Network Communications (San Diego, California). Additionally, he worked as the Director of Sales and later as General Manager of U.S. Fiberline where he was responsible for sales, marketing agreements and existing and new business negotiations.

William R. Heitz, Esq. - Corporate Counsel:

Mr. Heitz is Corporate Counsel for ESS.COM, L.L.C. and in this position is responsible for the supervision and administration of all legal and regulatory matters associated with Company, compliance with all corporate licensure requirements, maintenance, negotiation and drafting of contracts, as well as maintenance of corporate records, monitoring and maintaining intellectual property rights and coordinating with outside counsel as required. Mr. Heitz has held a similar position with Intercontinental Communications Group, Inc., a nationwide provider of telecommunications services, where he also held the title of Executive Vice President. Previously, he was Assistant State Attorney (1994-1996) with the Office of the State Attorney, in West Palm Beach Florida managing a caseload of approximately 350 criminal cases. Prior to that Mr. Heitz was a law enforcement officer in the state of New York. Mr. Heitz is a graduate of Cazenovia College and Syracuse University School of Law.