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A LIMITED LIABILITY PARTNERSHIP

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June 30, 2000

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

000803-TI

**Re: Application of Cbeyond Communications, LLC for
Authority to Provide Interexchange Telecommunications
Service**

Dear Madam or Sir:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Cbeyond Communications, LLC's ("Cbeyond's") Application to provide interexchange telecommunications services in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Cbeyond's interexchange telecommunications services in Florida, as well as a check in the amount of \$250.00 to cover the requisite filing fee.

Please note that Cbeyond's financial statements are being submitted *under seal* on the grounds that they contain strictly confidential and proprietary information. We inadvertently have not submitted statements signed by Cbeyond's executives for the *unaudited* financial statements, but will send them to you as soon as possible.

RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

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

Confidential
DOCUMENT NUMBER-DATE

DC01/CONNT/118665.1 08095 JUL-38

FPSC-RECORDS/REPORTING

Application
DOCUMENT NUMBER-DATE

08094 JUL-38

FPSC-RECORDS/REPORTING

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

ORIGINAL

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

Instructions

- A. This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- B. Print or Type all responses 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. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

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

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

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

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

FORM PSC/CMU 31 (6/98)

Required by Commission Rule Nos. 25.24-470, 25-24.471, and 25.24.473.

DOCUMENT NUMBER-DATE
08094 JUL-38
FPSC-RECORDS/REPORTING

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

Original certificate (new company).

Approval of transfer of existing certificate:
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

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

Approval for transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Cbeyond Communications, LLC

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

Cbeyond Communications, LLC

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

320 Interstate North Parkway

Atlanta, GA 30339

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

15310 Amberly Drive, Suite 207

Tampa, FL 33647

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

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

7. Structure of organization;

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

8. **If individual**, provide:

Name: Not applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

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

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

- (a) **The Florida Secretary of State Corporate Registration number:** M0000000909

** Cbeyond is a Limited Liability Company with authorization to do business in Florida*

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

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

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

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

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

Name: **Not applicable.** _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.0169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable) : _____ 593608337 _____

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

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

(a) The application;

Name: Julia Strow

Title: Vice President, Regulatory and Industry Relations

Address: 320 Interstate North Parkway

City/State/Zip: Atlanta, GA 30339

Telephone No.: (678) 424-2400 Fax No.: (678) 424-2500

Internet E-Mail Address: julia.strow@cbeyond.net

Internet Website Address: http://www.cbeyond.net

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

Name: Julia Strow

Title: Vice President, Regulatory and Industry Relations

Address: 320 North Interstate North Parkway

City/State/Zip: Atlanta, GA 30339

Telephone No.: (678) 424-2400 Fax No.: (678) 424-2500

Internet E-Mail Address: julia.strow@cbeyond.net

Internet Website Address: http://www.cbeyond.net

(c) Complaints/Inquiries from customers:

Name: Julia Strow

Title: Vice President – Regulatory and Industry Relations

Address: 320 North Interstate North Parkway

City/State/Zip: Atlanta, GA 30339

Telephone No.: (678) 424-2400 Fax No.: (678) 424-2500

Internet E-Mail Address: julia.strow@cbeyond.net

Internet Website Address: http://www.cbeyond.net

18. List the states in which the applicant:

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

Cbeyond Communications, LLC. ("Cbeyond") has not yet operated as an interexchange telecommunications company in any state.

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

Cbeyond has applications to operate as an interexchange carrier pending in Georgia, Pennsylvania, and California.

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

As a new company, Cbeyond does not yet have authority to operate as an interexchange telecommunications company in any state.

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

Cbeyond has not been denied authority to operate as an interexchange telecommunications company in any state.

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

Cbeyond has not had regulatory penalties imposed by any state for violations of telecommunications statutes.

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

Cbeyond has not been involved in civil court proceedings with any telecommunications entity.

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

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

None of Cbeyond's officers, directors or any of its ten largest stockholders previously have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime. No proceedings are pending.

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

James F. Geiger – CMO Intermedia until 11/99

Bob Morrice – VP Sales Intermedia until 11/99

Mark Masi – VP Marketing Intermedia until 11/99

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

- a. **MTS with distance sensitive per minute rates**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- b. **MTS with route specific rates per minute**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- c. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- d. **MTS for pay telephone service providers**
- e. **Block-of-time calling plan (Reach out Florida, Ring America, etc.).**
- f. **800 Service (Toll free)**
- g. **WATS type service (Bulk or volume discount)**
 Method of access is via dedicated facilities
 Method of access is via switched facilities
- h. **Private Line services (Channel Services)**
 (For ex. 1.544 mbs., DS-3, etc.)
- i. **Travel Service**
 Method of access is 950
 Method of access is 800
- j. **900 service**
- k. **Operator Services**
 Available to presubscribed customers
 Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).
 Available to inmates
- l. **Services included are:**
 Station assistance
 Person-to-person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

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

22. Submit the following:

A. Financial capability.

See Exhibit A. Please note that as Cbeyond is a start-up company, it does not yet have audited financial statements.

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

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

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

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

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

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

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

See Exhibit B.

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

See Exhibit C.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of the gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of **\$250.00** must be submitted with the application.

UTILITY OFFICIAL:

Julia O Strons
Signature

6-26-00
Date

Vice President, Regulatory and Ind. Relations
Title

(678) 424-2400
Telephone No.

Address: 320 Interstate North Parkway
Atlanta, GA 30339

(678) 424-2500
Fax No.

ATTACHMENTS:

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

**** APPENDIX A ****

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

I, (Name) NOT APPLICABLE.

(Title) _____ of (Name of Company)

_____ and current holder of Florida Public Service Commission Certificate # _____

_____, have reviewed this application and join in the petitioner's request for a

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Julia O'Strou
Signature

6-26-00
Date

Vice President, Regulatory and Ind. Relations
Title

(678) 424-2400
Telephone No.

Address: 320 Interstate North Parkway

(678) 424-2500
Fax No.

Atlanta, GA 30339

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

At this time, Cbeyond respectfully requests a waiver of the requirement to provide a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments, in excess of one month, that it collects from Customers. Cbeyond, as a start-up company, is not yet providing service in the State of Florida, and currently has no Customers. However, Cbeyond will comply with this requirement when it begins to collect deposits from and provide service to Customers in the State of Florida.

**** APPENDIX C ****

INTRASTATE NETWORK

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

Cbeyond is not yet operational, and is presently planning its Florida network. Please see Cbeyond's Network Diagram appended hereto as Exhibit D for information on the Cbeyond network.

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

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

The switch address is unknown at this time.

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

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

| | <u>POP-to-POP</u> | <u>TYPE</u> | <u>OWNERSHIP</u> |
|----|-------------------|-------------|------------------|
| 1) | Fiber | | Leased |
| 2) | Copper | | Leased |

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).

Cbeyond probably will not provide originating service within 30 days after the effective date of the certificate, but if it did, it would be in the Miami exchanges.

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

All 0+ local and 0- calls will go to the local provider, whether ALEC or ILEC.

**** APPENDIX D ****

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

NOT APPLICABLE.

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

NOT APPLICABLE.

UTILITY OFFICIAL:

Julia O Stron
Signature

6-26-00

Date

Vice President, Regulatory and Ind. Relations
Title

(678) 424-2400

Telephone No.

Address: 320 Interstate North Parkway

(678) 424-2500

Fax No.

Atlanta, GA 30339


****APPENDIX D****

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial capability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:


Signature

6-26-00
Date

Vice President, Regulatory and Ind. Relations
Title

(678) 424-2400
Telephone No.

Address: 320 Interstate North Parkway
Atlanta, GA 30339

(678) 424-2500
Fax No.

EXHIBIT A

**Statement of Financial Capability and
Relevant Financial Information**

CBEYOND COMMUNICATIONS, LLC (“Cbeyond”) is financially qualified to operate as a provider of resold and facilities-based telecommunications services in Florida. As a start-up company, Cbeyond has no significant financial history, and currently is in the process of making enormous network investments, as well as securing vendors for the equipment and construction of its network.

However, as is evident from Cbeyond’s financial statements (*see* Cbeyond’s Balance Sheet, Statement of Operations and Cash Flow statement, which are being filed with this Application *under seal*), Cbeyond has the necessary financial resources to provide the interexchange telecommunications services described in this Application and to finance its operations in order to maintain the provision of these services. Specifically, as demonstrated in its Cash Flow statement, Cbeyond has access to ample capital to fund the construction and operation of its telecommunications network in Florida, and to meet any lease and ownership obligations associated with its provision of telecommunications services in Florida.

Balance Sheet

[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]

Cbeyond Communications, LLC

Profit and Loss Statement

[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]

Cash Flow Statement

[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]

EXHIBIT B

Statement of Managerial Capability

CBEYOND COMMUNICATIONS, LLC (“Cbeyond”) is managerially qualified to provide resold and facilities-based telecommunications services in Florida. Cbeyond’s officers are:

- | | |
|--------------------------|---|
| James F. Geiger | President & Chief Executive Officer |
| Mark A. Masi | Chief Administrative Officer |
| Gordon Kerr | Chief Information Officer |
| Robert Sanders | Chief Technical Officer |
| J. Robert Fugate | Chief Financial Officer |
| Robert R. Morrice | Chief Marketing, Sales & Customer Care Officer |
| Julia O. Strow | Vice President, Regulatory & Industry Relations |
| Brian E. Craver | Vice President, Product Development & Management |
| Chris C. Gatch | Vice President, Business Development |

Cbeyond’s management team has considerable experience in strategic planning, market planning, sales, business and product development, network operations, engineering, finance/business operations, legal and regulatory, customer service, and other relevant areas. As demonstrated by the biographies of Cbeyond’s officers appended to this Exhibit, several officers for many years were associated with Intermedia Communications, Inc., a highly successful facilities-based local exchange carrier. Cbeyond’s officers have a combined managerial experience of more than one hundred (100) years in the telecommunications industry, and substantial experience in running major business operations. Each member of Cbeyond’s

Cbeyond Communications, LLC

management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Cbeyond is managed and operated efficiently and profitably.

James F. Geiger
President and CEO

James F. Geiger is the founder of Cbeyond Communications, LLC. He has seventeen (17) years of telecommunications experience. Prior to founding Cbeyond, Geiger served as Senior Vice President and Chief Marketing Officer of Intermedia Communications. In this capacity, Geiger was responsible for business development, regulatory, product management and strategic planning for the firm. Since August 1995 through January 1999, in addition to his marketing responsibilities, Geiger was also responsible for building and leading Intermedia's sales organization of over 500 quota bearing representatives. Additionally, Geiger was responsible for the Digex complex web-hosting organization from late 1997 through February 1999, just prior to its carve out IPO.

From March 1995 to August 1995 Geiger served as President, FiberNet Southeast and Vice President Alternate Channel Sales at Intermedia. Prior to its purchase by Intermedia, from 1993 to March 1995, Geiger was one of the founding principals of FiberNet, serving as President and CEO. From 1989 to 1993 and prior to its sale to MFS, Geiger was a founder and sales and marketing VP for FiberNet, N.Y. Beginning in 1984, and prior to FiberNet, Geiger held various sales and marketing management positions within Frontier's deregulated subsidiaries. Geiger began his career at Price Waterhouse.

Geiger received his BS degree with distinction from Clarkson University in public accounting and pre-law.

Mark A. Masi
Chief Administrative Officer

Prior to joining Cbeyond Communications, LLC, Masi served as Vice President of Voice Product Management at Intermedia Communications. Masi was responsible for product development and management of Intermedia's voice products, highlighted by the industry leading Unified Voice.net integrated service offerings. From March 1998 to May 1999, as Vice President & General Manager of Intermedia's Comactiv division, Masi was responsible for leading and integrating the former Shared Technologies acquisition, the nation's largest provider of shared tenant telecommunications services. From February 1995 until March 1998 Masi served in various officer level Operations capacities, responsible for transforming Intermedia from a Florida based CAP (competitive access provider) to a national integrated communications provider with the 4th largest frame relay network and over 26 Nortel voice switches in operation.

From November 1989 Masi was co-founder of Fibernet, Inc., serving as Executive Vice President and Chief Financial Officer responsible for funding and developing competitive access operations in several New York State markets; which were sold to MFS in March 1993. From 1993 until its sale to Intermedia in January 1995, Masi served in the same capacity for Fibernet USA.

From March 1982 until November 1989 Masi was employed by Rochester Telephone Corporation (now Frontier) in several operating and strategic management roles, highlighted by selection as one of the start-up member's of RTC's new long distance subsidiary, RCI Corporation.

Masi, who has eighteen (18) years of telecommunications experience, is a graduate of the State University of New York at Oswego with a degree in Economics and Binghamton University with an MBA in Finance.

Robert R. Morrice
Chief Marketing, Sales and Customer Care Officer

As one of the co-founders of Cbeyond Communications, LLC, Morrice brings a wealth of experience to the newly formed team. He has eighteen (18) years of telecommunications experience, and recently served as Vice President of Retail Sales and as an Officer of Intermedia Communications. Morrice was responsible for building the most successful CLEC sales force in the nation. Over four years, he grew the number of people from 8 to 800, number of offices from 4 to over 50 nationwide and was responsible for over \$650 million in organic generated annualized revenues. Morrice guided all retail sales facets for Intermedia which includes the CLEC sales force, data sales force, Internet sales force and the shared tenant sales force.

During the previous three years, Morrice organized and developed the sales efforts for Precision Systems, Inc. a Florida based telecommunications software company offering calling and network features to the cellular industry.

From 1986 to 1993 Morrice was promoted through the sales management ranks at Sprint Communications. Starting as a National Account Manager, Branch Manager and finally running the southeast as Regional Director. Prior to Sprint, Morrice owned and operated numerous businesses which included managing a wholesale distribution company in Germany.

Morrice has an undergraduate degree in Social Sciences from Campbell University and a MED in Psychology from Wayne State University.

Brian E. Craver
Vice President Marketing – Product Development and Management

Prior to co-founding Cbeyond Communications, LLC, Craver served as Senior Director of ISP Sales for Intermedia Communications – the largest independent Competitive Local Exchange Carrier. In that role, Craver was responsible for directing the sales of Intermedia's services to the top tier Internet Services Provider market. From January 1999 through September 1999, Craver had responsibility for managing the wholesale relationship with Williams Communications. This relationship gave Williams access to Intermedia's vast NNI based frame relay network and national ATM network which allowed them to offer these services to their wholesale carrier customers.

From October 1997 though December 1998, Craver was the Senior Director of Market Management responsible for all Government marketing. During this time, Craver led the corporate team in the re-negotiations of contracts with the States of New York and Florida, which had values of over \$70 million annually to Intermedia. Craver was also instrumental in the acquisitions of the State of Georgia frame relay contract and the State of Florida toll free services contract.

From August 1992 through September 1997, Craver was the Director for Government Sales and was also responsible for National Account Sales. While helping the company grow through increased sales, Craver led the team that won their first government contract – the State of Florida frame relay contract. This contract had since produced over 3,000 nodes of frame relay and annual revenues of over \$18 million.

From December 1988 to July 1992, Craver was a Business Services Manager from Sprint Corporation responsible for large business account sales in the Florida region. Prior to Sprint, Craver held various sales positions with Telus Communications.

Craver, who has twelve (12) years of telecommunications experience, attended Florida State University and studied Engineering and Business Finance.

Chris C. Gatch
Vice President - Business Development

Prior to co-founding Cbeyond Communications, LLC, Gatch served as Senior Director of Strategic Marketing for Intermedia Communications and was responsible for development and management of strategic business initiatives for the company. In this position, his main area of focus was management of Intermedia's DSL partners and identification of companies to support Intermedia's IP telephony initiative.

From 1996 to 1999, Gatch served Intermedia as Government Account Manager. In that position he helped create the Government Sales Division of Intermedia and secured two of Intermedia's top four government accounts. The largest of these accounts was the State of Georgia for which Intermedia provided data and Internet services to over 1500 locations.

From 1995 to 1996, Gatch worked for Intermedia as Sales Engineer. In this capacity he provided pre-sales engineering support for retail and government accounts. In the last 18 months of this tenure, Gatch served as Sales Engineer supporting the State of Florida, one of Intermedia's largest accounts. He helped design, install and support IP, IPX and SNA networks for agencies such as Florida Lottery, Law Enforcement, Labor, and Transportation.

Gatch, who has five (5) years of telecommunications experience, holds a Bachelors of Science in Computer Engineering from Clemson University and a Masters of Science in the Management of Technology from the Georgia Institute of Technology. Both were received with honors.

Gordon Kerr
Chief Information Officer

Prior to joining the Cbeyond Communications, LLC team, Kerr was Managing Director for Information Technology at Security Capital, a \$3 billion real estate development and investment company. He was responsible for directing technology and e-commerce strategy for Security Capital and its 18 invested companies, whose combined market capitalization is more than \$20 billion.

From November 1994 to June 1997 Kerr was senior vice president and CIO for Retailer Financial, the \$15 billion private label credit card division of General Electric Capital. In that role he held responsibility for all technology and systems supporting 75 million credit card customers and more than 300 retailers.

From 1987 to 1994, Kerr was senior vice president for Hyatt Hotels, one of the leading hotel management companies. While at Hyatt, Kerr was responsible for developing and implementing industry-leading applications in all areas of hotel technology. During that time, Hyatt systems received a number of computer industry awards for innovation and customer service. Kerr was also awarded a patent for the software technology that drives Hyatt's reservation system.

From 1980 to 1986 Kerr was vice president at Marriott Corp. where he was responsible for hotel and restaurant systems strategy and development. Before that he spent 4 years as a marketing representative for IBM, and 10 years in systems development for IBM's Federal Systems group, where he co-developed the network routing process for IBM's SNA product.

Kerr holds a Bachelors Degree in Engineering Science from Johns Hopkins University.

Robert Sanders
Chief Technical Officer

Mr. Sanders brings a wealth of technical and engineering experience to Cbeyond Communications having been a key leader in the development of industry-leading service offerings based upon the latest technologies in his role as Vice President and CTO at Mind Spring and at EarthLink upon its acquisition of Mind Spring. Since 1994, Sanders has developed a thorough knowledge of data networking protocols including TCP/IP and ATM, and intimate familiarity with the best of breed equipment to implements them (e.g., Cisco, Foundry, Redback, 3com/USR, Ascend, Lucent, Nortel).

During his tenure at MindSpring and subsequently Earthlink, Sanders developed the architecture of the ADSL-based Internet access service deployed in over twenty markets nationwide through three separate LEC and CLECs and developed the IDSL and SDSL access service for small to medium sized businesses deployed in seven markets. Sanders also has experience in the evaluation of alternative "last mile" technologies, including wireless and satellite, to expand EarthLink's broadband footprint into otherwise unserviceable areas and led research into next-generation Internet services such as pervasive home networks, smart Internet appliances, IP delivery of interactive forms of traditional entertainment media such as television and radio. Sanders was responsible for building MindSpring's first 24/7 Network Operations Center and Network Engineering department and led a massive redesign of the entire service infrastructure when MindSpring acquired the PSI customer base expanding it from a regional provider to a national one. As part of this redesign, Mind Spring gained the ability to provide "private label" services such as pipeline.com, sprynet.com, netcom.com, etc. In his initial role as Vice President, Sanders created one of the earliest commercial web hosting services.

From 1991 through 1994, Sanders pursued a B.S. in Computer Science from the Georgia Institute of Technology located in Atlanta. He has six (6) years of telecommunications experience.

EXHIBIT C

Statement of Technical Capability

CBEYOND COMMUNICATIONS, LLC ("Cbeyond") is technically qualified to operate as a provider of interexchange telecommunications services in Florida. Its senior technical personnel have designed, managed, and/or operated advanced telecommunications and data communications facilities throughout the United States. Robert Sanders, Cbeyond's Chief Technical Officer, was responsible for developing MindSpring and Earthlink's architecture for ADSL-based Internet access service through three separate LEC/CLECs in over twenty markets nationwide, and developed IDSL and SDSL access service for small to medium-sized businesses deployed in seven markets. Mr. Sanders also built MindSpring's first 24/7 Network Operations Center, and led the redesign of the entire service infrastructure when MindSpring acquired PSINet's customer base, expanding it from a regional provider to a national one. Gordon Kerr, Cbeyond's Chief Information Officer, directed technology and e-commerce strategy for Security Capital and its 18 invested companies, with a combined market capitalization in excess of \$20 billion. During his ten-year tenure with IBM Federal Systems group, Mr. Kerr co-developed the network routing process for IBM's SNA product. As Senior Vice President for Hyatt Hotels, he was awarded a patent for the software technology that drives its reservation system.

With such vast technical experience by its officers, in addition to its outstanding team of engineers and network specialists, Cbeyond possesses ample technical experience and capabilities to develop and maintain a successful telecommunications operation in Florida.

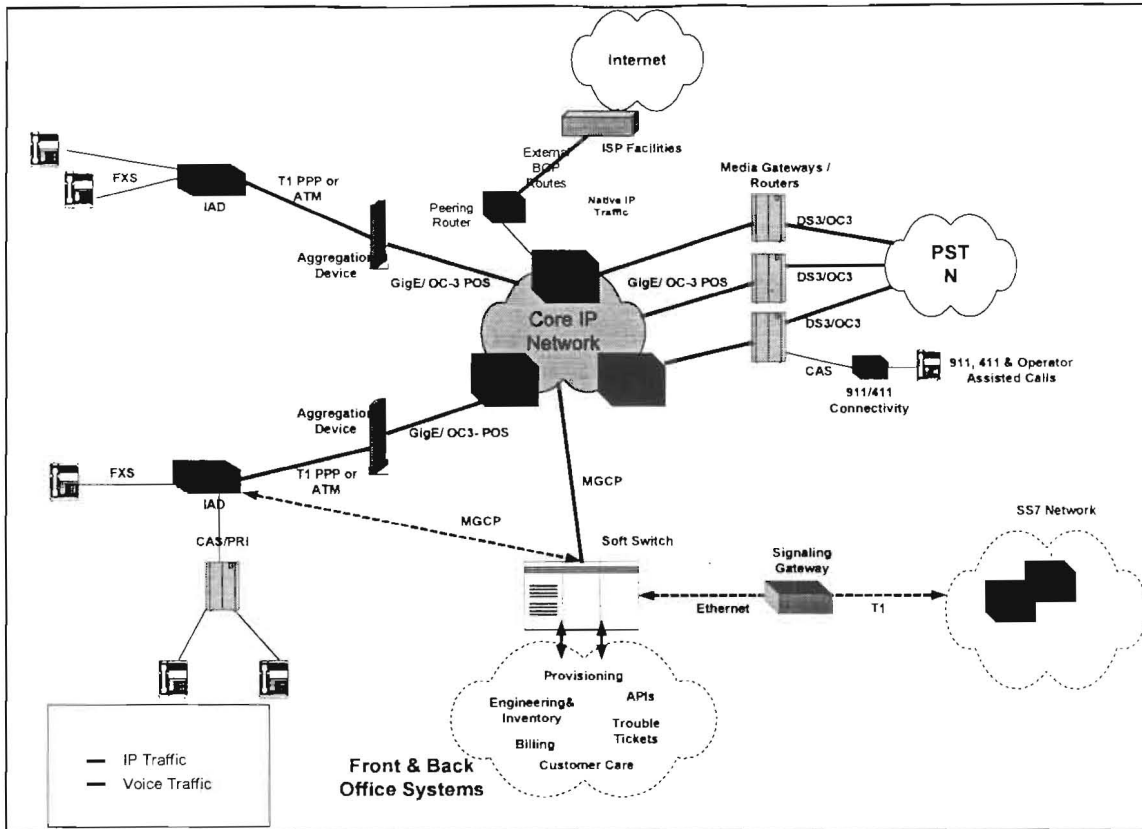
EXHIBIT D

Network Diagram of Cbeyond Communications, LLC

CBEYOND COMMUNICATIONS, LLC NETWORK DESCRIPTION & DIAGRAM

The Cbeyond network is designed to provide the integration of traditional voice and data services over an Internet Protocol (“IP”) network. The network architecture will leverage emerging technologies such as Real-Time Transport Protocol (“RTP”) and Media Gateway Control Protocol (“MGCP”) to transport traditional voice services over an IP network. Next Generation devices such as Soft Switches, Media (“Trunking”) Gateways, Routers, and Aggregation devices will comprise the major network elements. The voice and data services will be integrated at the Customer Premises through the use of an Integrated Access Device (“IAD”). The IAD will integrate all traffic through either a T1 or DSL interface to the aggregation device. The IP aggregation device can be collocated in the central offices of other telecom carriers as availability and cost effectiveness demands.

Cbeyond's functional network architecture will be as follows:



The major functional elements of the network architecture will be as follows:

Integrated Access Device

The Integrated Access Device (IAD) will be located on customer premises and able to integrate voice and data traffic over IP. The IAD will have analog voice ports and digital data ports on single chassis. In addition, it will support limited IP routing functions. The call control for voice calls is to be performed by the soft switch using packetized signaling messages.

Central Office Aggregator

The Central Office Aggregator will be an IP switch or router that has very high densities. This network element will be used to aggregate IAD uplinks, therefore large port densities is desired. The router should be able to support a routing protocol such OSPF, BGP for peering with an ISP. It will be physically located in competitive carrier central offices or in Cbeyond's other leased facilities.

Media Gateway

The Media Gateway will interface between the packet IP network of Cbeyond and the traditional PSTN network carriers. This device, under the control of the soft switch, will take the packetized voice streams, reassemble the speech and forward the media on to a TDM interface for delivery to the PSTN, and vice versa. The Media Gateway will also have a router blade that supports routing protocol(s). The Media Gateway will have very large densities to support large numbers of trunking circuits to the PSTN network. These gateways will be physically located in or near the Incumbent Local Exchange Carrier (ILEC) central offices to maximize cost efficiency.

Soft Switch

The Soft Switch or Media Gateway Controller will perform call control functions for the IAD and the Media Gateway. It is the heart of the Cbeyond voice services network and will be located in Cbeyond's point of presence. The individual voice services can be located either in the Soft Switch or on a separate application server with an interface between the server and the Soft Switch. Billing records will be generated and stored on the Soft Switch and forwarded from the soft switch to a billing system. Open APIs in which a provisioning system can provision directly to the database will be available on the switch. The Soft Switch will be deployed in a mated pair configuration with the capability for communication among multiple Soft Switches at other network locations.

EXHIBIT E

Certificate of Formation


**CERTIFICATE OF FORMATION
OF**

EGILITY COMMUNICATIONS, L.L.C.

This Certificate of Formation of Egility Communications, L.L.C. (the "Company") is being executed and filed by the undersigned, as an authorized person of the Company, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

1. The name of the limited liability company formed hereby is Egility Communications, L.L.C.
2. The address of the registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. The name and address of the registered agent for service of process on the Company is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned, as an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 22nd day of October, 1999.


Angela M. Amaru
Authorized Person

APR 25 '00 19:11 FR WINSTON&STRAWN

312+5587426 TO 2#222#9130267483 P.04/04

Apr 25 00 05:11p Natalie Norton
APR 25 '00 16:12 FR WINSTON&STRAWN

770-984-5602
312+5587426 TO 2#238#9177896456 P.03/03

P.3

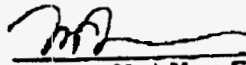
CERTIFICATE OF AMENDMENT
OF
EGILITY COMMUNICATIONS, L.L.C.

1. The name of the limited liability company is Egility Communications, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The Name of the Limited Liability Company is changed to Cbeyond Communications, LLC

3. This Certificate of Amendment shall be effective upon filing..

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of Egility Communications, L.L.C. this 25th day of April, 2000.



Mark Masi, Chief Administrative Officer

EXHIBIT F

State Certification Documents



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 11, 2000

CT SYSTEM
ATTN: CAROL CLARK

Qualification documents for CBEYOND COMMUNICATIONS, LLC were filed on May 11, 2000, and assigned document number M00000000909. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

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

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

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

Lee Rivers
Document Specialist
Division of Corporations

Letter Number: 600A00026554

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

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

- 1. Cbeyond Communications, LLC
(Name of foreign limited liability company)
- 2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)
- 3. Applied For
(FEI number, if applicable)
- 4. October 22, 1999
(Date of Organization)
- 5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")
- 6. Upon Qualification
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
- 7. 15310 Amberly Drive, Suite 207, Tampa, FL 33647
(Street address of principal office)

8. If limited liability company is a manager-managed company, check here

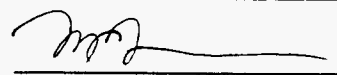
9. The usual business addresses of the managing members or managers are as follows:

15310 Amberly Drive, Suite 207, Tampa, FL 33647

FILED
00 MAY 11 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____
To conduct business relating to the Telecommunications industry



Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)
Mark Masi, Chief Administrative Officer

Typed or printed name of signee

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

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

1. The name of the Limited Liability Company is:

Cbeyond Communications, LLC

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

C T Corporation System

(Name)

c/o C T Corporation System, 1200 South Pine Island Road

Florida street address (P.O. Box NOT ACCEPTABLE)

Plantation

FL 33324

City/State/Zip

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 for in Chapter 608, F.S..

C T Corporation System


(Signature)

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

Cbeyond Communications, LLC

**320 Interstate North Parkway
Atlanta, Georgia 30339**

RESOLD INTEREXCHANGE SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Cbeyond Communications, LLC with principal offices at 320 Interstate North Parkway, Atlanta, Georgia 30339. This tariff applies for service furnished within the state of Florida. 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 in Atlanta, Georgia.

Issued: July 5, 2000

Effective: _____

**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

CHECK SHEET

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

| <u>Sheet</u> | <u>Revision</u> | <u>Sheet</u> | <u>Revision</u> |
|--------------|-----------------|--------------|-----------------|
| 1 | Original | 16 | Original |
| 2 | Original | 17 | Original |
| 3 | Original | 18 | Original |
| 4 | Original | 19 | Original |
| 5 | Original | 20 | Original |
| 6 | Original | 21 | Original |
| 7 | Original | 22 | Original |
| 8 | Original | 23 | Original |
| 9 | Original | 24 | Original |
| 10 | Original | 25 | Original |
| 11 | Original | 26 | Original |
| 12 | Original | 27 | Original |
| 13 | Original | 28 | Original |
| 14 | Original | | |
| 15 | Original | | |

Issued: July 5, 2000

Effective: _____

By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339

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Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SYMBOLS

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.

- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)

- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission - The Florida Public Service Commission.

Company or Carrier - Cbeyond Communications, LLC, unless specifically stated otherwise.

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

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**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

1.1 Definitions (cont'd)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State -- Florida

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User -- Customer or any authorized person or entity that utilizes the Company's services.

Issued: July 5, 2000

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By: Julia Strow
Vice President - Regulatory and Industry Relations
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Atlanta, Georgia 30339

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

1.2 Abbreviations

BLV – Busy Line Verification

CPE – Customer Premises Equipment

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H - Vertical and Horizontal Coordinates

Issued: July 5, 2000

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By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides long distance message telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

Issued: July 5, 2000

Effective: _____

**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.2 Limitations of Service (cont'd)

- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued: July 5, 2000

Effective: _____

**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability (cont'd)

- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
 - 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: July 5, 2000

Effective: _____

**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability (cont'd)

2.3.4 (cont'd)

- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted calls due to network busy conditions; and
- 2.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

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Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Limitations of Liability (cont'd)

- 2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

Issued: July 5, 2000

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**By: Julia Strow
Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Responsibilities of the Customer (cont'd)

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

Issued: July 5, 2000

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Vice President - Regulatory and Industry Relations
320 Interstate North Parkway
Atlanta, Georgia 30339**

SECTION 2. RULES AND REGULATIONS (cont'd)

2.5 Allowances for Interruptions in Service

2.5.1 General

- 2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

Issued: July 5, 2000

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SECTION 2. RULES AND REGULATIONS (cont'd)

2.5 Allowances for Interruptions in Service (cont'd)

2.5.2 Application of Credits for Interrupted Services

- 2.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.5.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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SECTION 2. RULES AND REGULATIONS (cont'd)

2.5 Allowances for Interruptions in Service (cont'd)

2.5.3 Limitations on Allowances

2.5.3.A No credit allowance will be made for any interruption of service:

- 2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: July 5, 2000

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SECTION 2. RULES AND REGULATIONS (cont'd)

2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

Issued: July 5, 2000

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SECTION 2. RULES AND REGULATIONS (cont'd)

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within sixty (60) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

2.8 Deposits

The Company may, in some instances, require deposits from Customers.

2.9 Advance Payments

The Company will not require advance payments from Customers.

Issued: July 5, 2000

Effective: _____

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SECTION 2. RULES AND REGULATIONS (cont'd)

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than sixty (60) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0864

2.11 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

Issued: July 5, 2000

Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a call is not completed.
- 3.1.3 For billing purposes, all calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. A Call is terminated when the calling or called party hangs up.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

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

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X_1 - X_2 = V$; $Y_1 - Y_2 = H$).

3.3.2.B.2 Square each difference obtained in step (B) above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in step C above ($V^2 + H^2 = S$).

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 Minimum Call Completion Rate

The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

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SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.5 Service Offerings

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

3.5.1 Direct Dial 1 + Long Distance Service

Direct Dial 1+ Long Distance Service offers outbound calling to the United States and around the world.

3.5.2 Toll Free Service

Toll Free 800/888/877 service provides inbound calling from the continental United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands. This service includes basic and enhanced routing features designed to handle business requirements.

3.5.3 Calling Cards

Calling Card Services can be used to make local and long distance telephone calls from any location toll-free numbers can be originated. The service is established via a toll free access number to place calls anywhere, domestic or international.

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Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Service Offerings (Cont'd)

3.5.4 Directory Assistance

Directory Assistance provides Customers with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with the Company's underlying carrier..

3.5.5 Directory Assistance Call Completion ("DACC") Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.5.6 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls, and third party calls, as well as obtaining related information.

The Company will provide access to Operator Services through arrangements with the Company's underlying carrier.

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Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Miscellaneous Services

3.6.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.6.2 Reconnect Charge

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.6.3 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.7 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

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Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.8 Discounts for Hearing and Speech Impaired Customers

3.8.1 Special Rates

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

3.8.2 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as credit card surcharges.

3.8.3 Directory Assistance for the Deaf

Directory Assistance Services will be provided by the Company's underlying carrier. With respect to Directory Assistance rates for the handicapped, the Company's underlying carrier shall assess no charge for up to fifty Calls per billing cycle from lines or trunks serving individuals with disabilities. The Company's underlying carrier shall charge the prevailing tariff rates for every call in excess of 50 Calls within a single billing cycle.

Issued: July 5, 2000

Effective: _____

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SECTION 4 - RATES AND CHARGES

4.1 Services

4.1.1 1+ IntraLATA Long Distance Service

Per minute rate: \$0.10

4.1.2 1+ InterLATA Long Distance Service

Per minute rate: \$0.10

4.1.3 IntraLATA 800/877/888 Toll Free Service

Per minute rate: \$0.10

Payphone surcharge: \$0.50

4.1.4 InterLATA 800/877/888 Toll Free Service

Per minute rate: \$0.10

Payphone surcharge: \$0.50

4.1.5 IntraLATA Calling Card Service

Per minute rate: \$0.10

Card surcharge \$0.90

Payphone surcharge: \$0.50

4.1.6 InterLATA Calling Card Service

Per minute rate: \$0.10

Card surcharge \$0.90

Payphone surcharge: \$0.50

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Effective: _____

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SECTION 4 - RATES AND CHARGES (cont'd)

4.1 Services (cont'd)

4.1.7 Directory Assistance Service

Per Call: \$0.85

4.1.8 Directory Assistance Call Completion Service

Per Call Completion: \$0.85

4.2 Miscellaneous Services

4.2.1 Order Change

Per change: \$50.00

4.2.2 Reconnect Charge

Per reconnection: \$50.00

4.2.3 Bad Check Charge

Per check: \$20.00

Issued: July 5, 2000

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June 30, 2000

VIA OVERNIGHT DELIVERY

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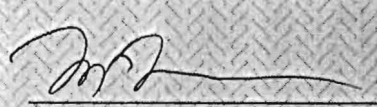
JUL 05 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: **Application of Cbeyond Communications, LLC for
Authority to Provide Interexchange Telecommunications
Service**

Dear Madam or Sir:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Cbeyond Communications, LLC's ("Cbeyond's") Application to provide interexchange telecommunications services in the State of Florida. Also enclosed is a tariff containing information regarding the terms, conditions and rates for Cbeyond's interexchange telecommunications services in Florida, as well as a check in the amount of \$250.00 to cover the requisite filing fee.

| | | |
|---|-----------------------------------|---|
| Bank of America ACH R/T 063000047 | | 1798 <small>63-4/630 FL 2518</small> |
| Cbeyond Communications, LLC 15310 Amberly Dr., Ste. 207 Tampa, FL 33647-2146 (813) 631-8993 | | |
| PAY TO THE ORDER OF | Florida Public Service Commission | \$250 ⁰⁰ |
| Two hundred fifty + ^{no} 1/100 | | DOLLARS |
| MEMO Fla. Alec Application | |  |
| ⑈001798⑈ | | |

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000803-TI

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Please note that Cbeyond's financial statements are being submitted *under seal* on the grounds that they contain strictly confidential and proprietary information. We inadvertently have not submitted statements signed by Cbeyond's executives for the *unaudited* financial statements, but will send them to you as soon as possible.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 08095-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

KELLEY DRYE & WARREN LLP

June 30, 2000
Page Two

Enclosed please find a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

Please do not hesitate to call me if you have any questions.

Respectfully submitted,



Tamara E. Connor*

**Member, Virginia State Bar; not admitted in the District of Columbia*

Enclosures