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KRISTEN L. BURSON

OF COUNSEL  
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THOMPSON BENNETT  
JOHN T. PETERS, JR.  
JOSEPH J. BURGIE  
(1926 - 1992)

February 28, 2001

010282-77

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

Re: NEW ACCESS COMMUNICATIONS LLC

Dear Sir:

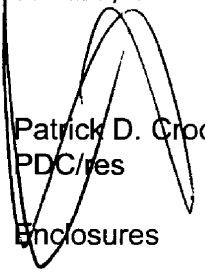
Enclosed herewith for filing with the Commission, please find an original and 6 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker  
PDC/res

Enclosures

DOCUMENT NUMBER-DATE

02829 MAR-20

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

NEW ACCESS COMMUNICATIONS LLC )  
APPLICATION FOR AUTHORITY TO PROVIDE ) Case No:\_\_\_  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES WITHIN THE STATE OF FLORIDA )

APPLICATION

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.
  - (X) **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 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 certified company).
- Approval of Assignment of existing certificate**  
(To an uncertificated company).
- Approval for transfer of control** (To another certificated company).

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

**NEW ACCESS COMMUNICATIONS LLC**

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

**NEW ACCESS COMMUNICATIONS LLC**

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

**120 South 6<sup>th</sup> Street, Suite 950  
Minneapolis, MN 55402**

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 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>Limited Liability Company</u> |  |

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

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169.FS) if applicable.

**NOT 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.

**NOT APPLICABLE**

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

**NOT APPLICABLE**

9. If incorporated, please give:

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

**Document number: M00000001817**

**Applicant has the authority to transact business within the state of Florida. A copy of Applicant's Articles of Organization, and Certificate of Authority to transact business within Florida appears as Exhibit A.**

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

**Edwin F. Blanton  
825 Thomasville Road  
Tallahassee, FL 32303**

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

Fictitious name registration number: Not Available

- (d) Indicate if any of the officers, directors, or 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.

**NOT APPLICABLE**

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

**NOT APPLICABLE**

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

- (a) The application:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007  
(616) 381-8844**

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

**NEW ACCESS COMMUNICATIONS LLC  
120 South 6<sup>th</sup> Street, Suite 950  
Minneapolis, MN 55402  
(612) 321-9717**

- (c) Tariff:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007  
(616) 381-8844**

- (d) Complaints/Inquiries from customers:

**Steven C. Clay  
NEW ACCESS COMMUNICATIONS LLC  
120 South 6<sup>th</sup> Street, Suite 950  
Minneapolis, MN 55402  
(877) 330-4937**

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

**Applicant is a newly formed corporation which is seeking authority to provide the resale of telecommunications service throughout the United States.**

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

**Applicant has Applications pending to be certified as an interexchange carrier throughout the United States.**

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

**Applicant is certified to operate as an interexchange carrier in Montana, Colorado, North Dakota, Washington, Iowa, Oregon, and Kentucky.**

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

**Applicant has never been denied authority to operate as an interexchange carrier.**

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

**Applicant has never had regulatory penalties imposed for violations of any 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.

**Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.**

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: <u>N/A</u>       |                          |            |

13. Do you have a marketing program?

**YES.**

14. Will your marketing program:

- Pay commissions?
- Offer sales franchise?
- 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.).

**Applicant markets through telemarketing firms employed as independent contractors. Applicant compensates these firms on a commission basis in varying amounts.**

16. Who will receive the bills for your services (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 type="checkbox"/> Hotels & motels.                  | <input type="checkbox"/> Hotel & motel guests.           |
| <input type="checkbox"/> Universities.                     | <input type="checkbox"/> University dormitory residents. |
| <input type="checkbox"/> Other: (specify)_____.            |  |

17. Please provide the following (if applicable):

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

**Yes.**

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

**Applicant will direct bill its customers.**

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.

**Applicant attaches financial statements as Exhibit B.**

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.

**Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. On February 1, 2001, the company realized a \$1 million equity investment from Merchants Capital Partners, L.P., a New York-based venture capital firm.**

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

**Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. On February 1, 2001, the company realized a \$1 million equity investment from Merchants Capital Partners, L.P., a New York-based venture capital firm.**



3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**Applicant will operate as a switchless reseller. Applicant will not own or lease any facilities to provide the services proposed within the Application.**

**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.

**Resumes of Applicant's officers appear as Exhibit C.**

- C. Technical capability.

**As a switchless reseller, Applicant will rely upon the technical capability of the underlying facilities based carrier. The commission has determined that Applicant's underlying facilities based carrier has the technical capability to provide the proposed services.**

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25024.485 (example enclosed).

**Applicant's proposed Tariff is attached hereto as Exhibit D.**

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

- MTS with distance sensitive per minutes 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 if FGB
- Method of access is FGB
- 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 ms., DS-3, etc)
- Travel Service
- Method of access is 950
- Method of access is 800
  
- 900 service
  
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

Services included are:

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

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

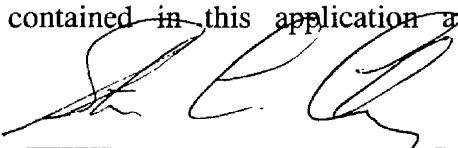
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22. \_\_\_\_\_ Other:

**\*\*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 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 one and one-half percent of 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. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LEC's without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **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 telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

2-22-2001  
DATE

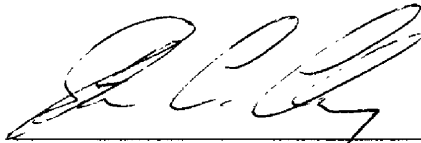
  
\_\_\_\_\_  
Steven C. Clay, President

**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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



---

Steven C. Clay, President  
NEW ACCESS COMMUNICATIONS LLC

2-22-2001

Date

**Exhibit A**

**Articles of Organization**

**Certificate of Authority to Transact Business within Florida**

**ARTICLES OF ORGANIZATION  
OF  
IMS DIRECT LLC**

The undersigned, being of full age and for the purpose of forming a limited liability company for general business purposes under Chapter 322B of the Minnesota Statutes, does hereby adopt the following Articles of Organization:

**Article 1  
Name**

The name of this limited liability company is IMS Direct LLC:

**Article 2  
Registered Office**

The address of the registered office of this limited liability company is 510 Marquette Avenue South, Suite 206, Minneapolis, Minnesota 55402.

**Article 3  
Period of Existence**

Unless dissolved earlier in accordance with law, this limited liability company will have perpetual existence.

**Article 4  
Organizer**

The name and address of the sole organizer of this limited liability company is Alice E. Campbell, 3400 City Center, 33 South Sixth Street, Minneapolis, Minnesota 55402.

**Article 5  
Preemptive Rights Prohibition**

The members of this limited liability company shall have no preemptive rights as described in Minnesota Statutes Section 322B.33 or any successor thereto.

**Article 6  
Cumulative Voting**

The members of this limited liability company shall have no rights of cumulative voting as described in Minnesota Statutes Section 322B.63 or any successor thereto.

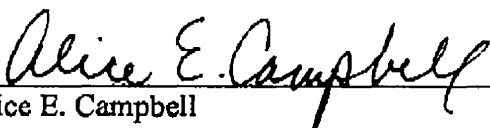
**Article 7**  
**Limitation of Liability of Governors**

A governor of this limited liability company shall not be personally liable to this limited liability company or its members for monetary damages for breach of fiduciary duty as a governor, except for liability (i) based on a breach of the governor's duty of loyalty to this limited liability company or its members; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Section 322B.56 or Section 80A.23 of the Minnesota Statutes; or (iv) for any transaction from which such governor derived an improper personal benefit. If Chapter 322B of the Minnesota Statutes is hereafter amended to authorize the further elimination or limitation of the liability of governors, then the liability of a governor of this limited liability company, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by Chapter 322B of the Minnesota Statutes, as amended. Any repeal or modification of this Article by the members of this limited liability company shall be prospective only and shall not adversely affect any limitation on the personal liability of a governor of this limited liability company existing at the time of such repeal or modification.

**Article 8**  
**Actions by Written Consent**

Any action which is required or permitted to be taken by the governors of this limited liability company at a meeting and which does not require the approval of the members may be taken by written action signed by the number of governors that would be required to take the same action at a meeting at which all governors were present. However, if the action is one which must be approved by the members, such action may be taken only by written action signed by all of the governors then in office. Any action required or permitted to be taken at a meeting of the members may be taken by written action signed by members who possess the voting power that would be required to take the same action at a meeting of the members at which all members were present.

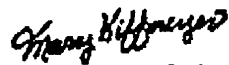
IN WITNESS WHEREOF, the undersigned has set her hand this 25th day of May, 2000.

  
\_\_\_\_\_  
Alice E. Campbell  
Organizer

GP:701433 v1 s1

STATE OF MINNESOTA  
FILED

*dup copy*  
MAY 25 2000

  
Secretary of State



**ACTION BY THE GOVERNORS  
AND MEMBERS  
OF  
IMS DIRECT LLC**

The undersigned, being at least a majority of the governors and of the members of IMS Direct LLC, a Minnesota limited liability company ("Company"), hereby take the following action pursuant to Minnesota Statutes Section 322B.656, Section 322B.16 and Section 322B.35:

**Amendment of Articles of Organization for Name.**

**RESOLVED**, That the Articles of Organization of this LLC be amended as follows:

**Article 1  
Name**

The name of this limited liability company is New Access Communications LLC.


**FURTHER RESOLVED**, That Steven C. Clay, the President of this limited liability company, be, and hereby is, authorized and directed to make and execute Articles of Amendment embracing the foregoing resolution and to cause such Articles of Amendment to be filed with the office of the Secretary of State of the State of Minnesota.

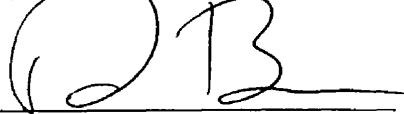
**Restatement of Bylaws and Member Control Agreement**

**RESOLVED**, That the Bylaws and the Member Control Agreement of this Company be restated effective today to reflect the Company's new name; and

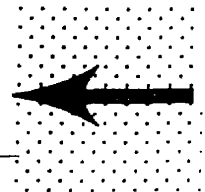
**FURTHER RESOLVED**, That such Restated Bylaws and Restated Member Control Agreement be attested to by the Secretary as of the date hereof and " inserted in the Company's record book.

Executed to be effective June 28, 2000.

  
\_\_\_\_\_  
Steven C. Clay

  
\_\_\_\_\_  
David A. Buss

\_\_\_\_\_  
Gregory L. Wilmes



**ARTICLES OF AMENDMENT  
OF  
ARTICLES OF ORGANIZATION  
OF  
IMS DIRECT LLC**

I, the undersigned President of IMS Direct LLC, a Minnesota limited liability company, do hereby certify that an Amendment to the Articles of Organization to change the name of the company was approved by written action of all the Members pursuant to Minnesota Statutes Section 322B.16 and Section 322B.35, as follows:

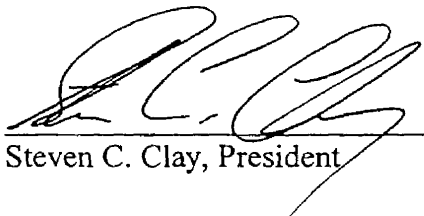
**RESOLVED**, That the Articles of Organization of this LLC be amended as follows:

**Article 1  
Name**

The name of this limited liability company is New Access Communications LLC.

**FURTHER RESOLVED**, That Steven C. Clay, the President of this limited liability company, be, and hereby is, authorized and directed to make and execute Articles of Amendment embracing the foregoing resolution and to cause such Articles of Amendment to be filed with the office of the Secretary of State of the State of Minnesota.

Executed as of June 28, 2000.

  
\_\_\_\_\_  
Steven C. Clay, President



**FLORIDA DEPARTMENT OF STATE**  
Katherine Harris  
Secretary of State

September 7, 2000

**CT CORPORATION SYSTEM  
LAURA EARNEST**

Qualification documents for NEW ACCESS COMMUNICATIONS LLC were filed on September 7, 2000, and assigned document number M00000001817. 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.

Trevor Brumbley  
Document Specialist  
Division of Corporations

Letter Number: 800A00047480

**Exhibit B**

**Financial Statements**

New Access Financial Statements

BALANCE SHEET	June	July	August	September	October
<b>ASSETS</b>					
Cash	167,990	143,442	235,089	262,082	169,183
Accounts Receivable	-	-	3,169	24,089	55,941
Unearned liability	-	-	18,952	2,166	-
Allowance for Bad Debt	-	-	-	(854)	(2,288)
Total Current Assets	167,990	143,442	257,209	287,483	222,836
Property and Equipment	9,388	12,514	18,204	22,885	35,956
Accumulated Depreciation	(196)	(456)	(836)	(1,312)	(2,047)
Net Fixed Assets	9,192	12,057	17,369	21,572	33,909
Deposits	-	-	-	10,000	27,600
<b>TOTAL ASSETS</b>	<b>177,182</b>	<b>155,500</b>	<b>274,578</b>	<b>319,056</b>	<b>284,345</b>
<b>LIABILITIES</b>					
Accounts Payable	9,590	31,129	63,298	159,908	295,972
Due to IFS	1,160	4,760	10,600	18,477	23,489
Due to Access Anywhere	-	16,053	22,689	7,060	-
Due to ChoiceTel Inc.	-	-	45	726	(6,659)
Due to NewTel Europe	-	4,375	8,750	13,125	17,500
New Access Federal Taxes	-	-	-	433	1,713
New Access State Taxes	-	-	-	1,256	4,955
New Access Local Taxes	-	-	-	-	62
Accrued Expenses	-	-	-	1,700	19,314
Short Term Debt	90,000	90,000	90,000	90,000	90,000
Total Current Liabilities	100,750	146,317	195,382	292,684	446,346
<b>EQUITY</b>					
Member's Contribution	78,000	78,000	294,282	423,132	502,114
Net Income/ (Loss)	(1,567)	(68,818)	(215,085)	(396,760)	(664,115)
Total Capital	76,433	9,182	79,197	26,372	(162,001)
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>177,182</b>	<b>155,500</b>	<b>274,578</b>	<b>319,056</b>	<b>284,345</b>
	-	-	(0)	(0)	-

**New Access Financial Statements**

INCOME STATEMENT	June	July	August	September	October	TOTAL
Local-MN	-	-	3,713	22,525	32,977	59,216
Local-MT	-	-	-	69	15,154	15,222
LD-MN	-	-	36	2,130	7,032	9,198
LD-MT	-	-	-	-	1,549	1,549
<b>TOTAL REVENUE</b>	-	-	<b>3,749</b>	<b>24,724</b>	<b>56,712</b>	<b>85,185</b>
Local Wholesale-MN	-	-	5,008	21,342	31,726	58,077
Local Wholesale-MT	-	-	-	17	15,922	15,940
LD Wholesale-MN	-	-	28	1,421	4,622	6,071
LD Wholesale-MT	-	-	-	-	1,034	1,034
<b>TOTAL COST OF SALES</b>	-	-	<b>5,036</b>	<b>22,781</b>	<b>53,305</b>	<b>81,122</b>
<b>GROSS MARGIN</b>	-	-	<b>(1,288)</b>	<b>1,944</b>	<b>3,407</b>	<b>4,063</b>
			-34%	8%	6%	5%
Switching charges-MN	-	-	4,366	3,321	3,045	10,732
Switching charges-MT	-	-	-	885	21,591	22,477
Fee for MN CLEC usage	-	-	45	681	(6,305)	(5,579)
Marketing expense	-	10,714	62,727	86,907	140,596	300,944
Bad debt expense	-	-	-	854	1,434	2,288
Salary expense	1,160	24,173	51,985	49,112	55,539	181,969
Verification/internal mrktg expense	-	1,423	3,028	10,868	10,252	25,570
Office expense	204	6,374	8,759	17,302	19,459	52,098
Rent expense	-	-	-	4,077	4,084	8,161
Telephone expense	8	1,676	2,468	3,037	6,908	14,097
Travel / M & E	-	205	4,340	785	3,733	9,064
Licensing fees	-	4,825	1,410	655	6,050	12,940
Depreciation expense	196	261	379	477	735	2,047
Legal and Professional expense	-	15,425	3,299	2,482	1,466	22,671
<b>OPERATING EXPENSES</b>	<b>1,567</b>	<b>65,075</b>	<b>142,805</b>	<b>181,443</b>	<b>268,587</b>	<b>659,478</b>
Other (Income)/Expense:						
Interest expense	-	2,175	2,175	2,175	2,175	8,700
<b>NET INCOME / (LOSS)</b>	<b>(1,567)</b>	<b>(67,250)</b>	<b>(146,268)</b>	<b>(181,675)</b>	<b>(267,355)</b>	<b>(664,115)</b>
<b>Y-T-D NET INCOME / (LOSS)</b>	<b>(1,567)</b>	<b>(68,818)</b>	<b>(215,085)</b>	<b>(396,760)</b>	<b>(664,115)</b>	<b>(664,115)</b>

Footnote to Financial Statements: On February 1, 2001, the company realized a \$1 million equity investment from Merchants Capital Partners, L.P., a New York-based venture capital firm.

## **Exhibit C**

### **Resumes**



## **MANAGEMENT TEAM**

NEW ACCESS COMMUNICATIONS LLC has assembled a strong senior management team with experience in the telecommunications market. Each individual brings a successful background, an entrepreneurial drive and a unique perspective based on experience in a variety of industries. Following are summaries of the backgrounds of key individuals.

### **Steven Clay, Carrier Services President**

Mr. Clay spent the previous five years as founder and chief executive of a specialized law practice providing legal services primarily to the telecommunications industry. His law practice focused on certification and tariff issues at the state and local level, regulatory and tax issues, and consumer protection issues. Mr. Clay's client list included privately-held and public companies including long distance resellers, CLECs, Internet Service Providers, debit card providers and other telecommunications entities. Prior to attending law school, Mr. Clay worked in the marketing department of a software company which provided sophisticated accounting, billing and time management software to the legal industry. He is experienced in regulatory compliance issues, intellectual property issues, contracts and other areas of transactional law. Mr. Clay received a B.A. in Organizational Management from Gustavus Adolphus College and a J.D. *cum laude* from the University of Minnesota Law School, where he was an Associate Managing Editor of the Minnesota Law Review. His law review Note, Starstruck: The Overextension of Celebrity Publicity Rights in State and Federal Courts, was published in Volume 79 of the Minnesota Law Review (79 Minn. L. Rev. 485 (1994)). Mr. Clay co-founded New Access in June, 2000.

### **David Buss, Vice President**

Mr. Buss spent the previous twelve years with Sencore Electronics, a large electronics firm based in Sioux Falls. He has great experience in technical sales, and has proven success in managing, training and motivating large sales forces for consistently profitable results. Mr. Buss received a B.S. Degree in Business Administration from National American University in Sioux Falls. Mr. Buss co-founded New Access in June, 2000.

### **Gregory Wilmes, Chief Operating Officer**

Mr. Wilmes served as the general manager of NewTel Comunicaciones España, S.L, a long distance reseller based in Madrid, Spain, from January 1999 through May 2000. He was engaged in the private practice of law at his own firm in the Twin Cities, practicing primarily in the securities arbitration and appellate advocacy areas, from 1996 to 1998. Mr. Wilmes was a founding partner in the law firm of Briol & Wilmes, and practiced primarily in the commercial litigation and securities arbitration areas from 1988 to 1996. Mr. Wilmes received a B.S. degree from Mankato State University in Political Science (1977, *summa cum laude*), and a Juris Doctorate from the William Mitchell College of Law (1981, *magna cum laude*). Mr. Wilmes co-founded New Access in June, 2000.

### **Wayne Barthel, Chief Financial Officer**

Mr. Barthel is a graduate of St. John's University in Collegeville, Minnesota, where he majored in accounting. Upon graduation, Mr. Barthel spent nine years with Ernst & Young in the audit and consulting staff. He spent approximately 40% of his time working with clients in the banking industry and served on the Minneapolis Banking Industry Committee. Mr. Barthel's responsibilities included reviewing the adequacy of loan loss reserves and compliance with various regulatory requirements. Mr. Barthel has served as Chief Financial Officer for businesses

in the health care and telecommunications industries, and also managed his own consulting firm specializing in financing and restructuring services to businesses in a variety of industries. Mr. Barthel is licensed as a certified public accountant in the state of Minnesota and is a member of the American Institute of Certified Public Accountants and the Minnesota Society of Certified Public Accountants. Mr. Barthel has spent the previous year as Chief Financial Officer and Vice President of Finance for Internet Financial Services LLC.

## **Technical Competence**

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As a non-facilities based reseller, New Access relies upon its underlying carriers for all technical matters relating to the transmission of telecommunications messages. Underlying carriers, primarily the Regional Bell Operating Companies, provide all network elements utilized by New Access in the provision of service. The RBOCs also handle all elements in the provision of emergency and 911 service.

New Access maintains its own in-house billing system and customer service department. New Access has assembled an impressive and highly qualified team of managers and staff level personnel serving in its customer service and information technology departments. Kristi Hicks, Customer Service Director, spent the previous three years as customer service director for a long distance service provider. Rick Gittins, IT Director, is an experienced computer programmer whose previous employment was as a computer consultant. Both Ms. Hicks and Mr. Gittins have been with New Access nearly since the Company's inception. New Access employs several customer service representatives who previously worked for Qwest or other local exchange or long distance carriers. New Access's IT Department also contains several software engineers who are experienced in designing and implementing complicated databases for telecommunications carriers.

**Exhibit D**

**Tariff**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by NEW ACCESS COMMUNICATIONS LLC. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 120 South 6<sup>th</sup> Street, Suite 950, Minneapolis, MN 55402.

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CHECK SHEET

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

<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	29	Original
15	Original		

\* New or Revised Sheets

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SYMBOLS

- (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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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in the tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. 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 FPSC.

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-on and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer to send or receive communications.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Company

New Access Communications LLC

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

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Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change.

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Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

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## 2. RULES AND REGULATIONS

### 2.1. Undertaking of the Company

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.

### 2.2. Limitations of Services

- 2.2.1. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.2. Service may be discontinued after five working days written notice to the Customer if:
- 2.2.2.A. the Customer is using the Service in violation of this Tariff; or
  - 2.2.2.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.2.3. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.2.4. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.2.5. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.6. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.7 below.
- 2.2.7. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.8. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.9. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.10. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.11. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

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- 2.2.12. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.13. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.14. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.2.15. The Company or Customers reselling or rebilling service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.3. Liabilities of the Company

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.8. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.9. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses

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are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Interruption of Service by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five working days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five working days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
- 2.5.2.A. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

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- 2.5.2.B. if the customer does not pay past due charges;
- 2.5.2.C. in the event of unauthorized use.
- 2.5.2.D. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

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- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. Resellers and Rebillers must be certified through the FPSC. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint or authorized use. The Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. Authorized User must be designated as the Customer.

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- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment and Billing
- 2.8.1. The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.
- 2.8.1.A. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge will accrue upon any unpaid past due balance.
- 2.8.1.B. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be

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billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.

2.8.1.C. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Ninety (90) Days after such bills are rendered.

2.8.1.D. Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.

2.8.2. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8.3. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

## 2.9. Advance Payments

2.9.1. For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.

## 2.10. Deposits

2.10.1. The Company does not require deposits from the customer.

## 2.11. Local Charges

2.11.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

## 2.12. Assignment

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2.12.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.13. Tax and Fee Adjustments

2.13.1. 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.

2.14. Timing of Calls

2.14.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

2.15. Billing Increments

2.15.1. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

2.16. Minimum Call Completion Rate

2.16.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

2.16.2. There shall be no charges for uncompleted calls.

2.17. Method for Calculation of Airline Mileage

2.17.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

2.18. Time of Day Rate Periods

2.18.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY:                      From 8:01 AM to 5:00 PM Monday - Friday

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EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday  
From 8:01 AM to 11:00 PM Saturday  
From 8:01 AM to 5:00 PM Sunday

2.19. Special Customer Arrangements

2.19.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at its option, may provide the requested Services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements, and made part of this tariff and subject to approval by FPSC.

2.20. Inspection

2.20.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.21. Employee Concessions

2.21.1. The Company does not offer concessions to employees.

2.22. Rate Quotes

2.22.1. Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing (877) 330-4937.

2.23. Bad Check Charges

2.23.1. The Company does not charge Customers for checks that are returned.

2.24. Per Call Billing Charges

2.24.1. The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (e.g., \$4,101.345 would be rounded to \$4,101.35).

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2.25. Special Contracts

- 2.25.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users. These rates will be reflected in the tariff.
- 2.25.2. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be made part of this tariff and approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.26. Service Agreement

- 2.26.1. The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

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**3. DESCRIPTION OF SERVICES****3.1. Service Offerings**

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

**3.2. Switched Inbound Service**

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

**3.3. Dedicated Inbound Service**

3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

**3.4. Switched Outbound Service**

3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

**3.5. Dedicated Outbound Service**

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

**3.6. Calling Card Service**

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

**3.7. Directory Assistance Service**

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3.7.1. Customers will be billed a per call charge for each directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

4.2. Switched Inbound Usage Rates

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
All	.25	.25

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4.3. Dedicated Inbound Usage Rates

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
All	.25	.25

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4.4. Switched Outbound Usage Rates

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
All	.25	.25

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4.5. Dedicated Outbound Usage Rates

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
All	.25	.25

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4.6. Calling Card Usage Rates

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
All	.25	.25

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4.7. Directory Assistance Service

4.7.1. The Company offers directory assistance at \$1.50 per call.

4.8. Recurring Charges

4.8.1. Reserved for future use.

4.9. Non-recurring Charges

4.9.1. Reserved for future use.

4.10. Hearing/Speech Impaired Provisions

4.10.1. For purposes of this tariff, the definitions of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

4.10.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraile devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

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4.11. Special Rates for Handicapped Customers

4.11.1. Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.

4.11.1.A. Hearing/Speech Impaired Persons: Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.11.1.B. Operation of Telecommunications Relay Service: For intrastate toll calls received from the relay service, the Company shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were 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 a credit card surcharge. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.

4.11.1.C. Directory Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.12. Payphone Use Service Charge

4.12.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.45.

4.13. Late Charge

4.13.1. A late payment charge of 1.5% will apply to any unpaid past due balance.

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