

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Sara F. Leibman

202 434 7300
202 434 7400 fax

Direct dial 202 434 7327
sleibman@mintz.com

September 24, 2001

VIA OVERNIGHT MAIL

Florida Public Service Commission
Division of Communications
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
01 SEP 25 AM 11:11
COMMISSION
CLERK

Re: Calpoint (Florida), LLC's Petitions for Certification to Provide Alternative Local Exchange Telecommunications Services

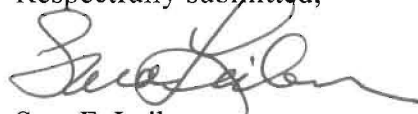
011237-TX

Dear Sir or Madam:

Enclosed please find an original and six (6) copies of: (i) this letter; (ii) Motion requesting confidential treatment of financial statements; (iii) Petition for Certification to Provide Alternative Local Exchange Services, and applicable Access Price List; and (iv) a check for \$250.00 to cover the required filing fee.


Please date stamp the additional enclosed copy of this filing and return it to me in the enclosed postage pre-paid envelope. Should you have any questions concerning this filing, please contact the undersigned.

Respectfully submitted,



Sara F. Leibman
Counsel for Calpoint (Florida), LLC

Check below is 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:


Enclosures

cc: Samuel Surloff
Thomas Williams

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

WDC 223480v1

Washington Boston New York Reston New Haven

DOCUMENT NUMBER-DATE

12029 SEP 25 01

FPSC-COMMISSION CLERK

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Washington, D.C. 20004

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September 24, 2001

Florida Public Service Commission
Division of Communications
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Calpoint (Florida), LLC's Petitions for Certification to Provide Alternative Local Exchange Telecommunications Services

To Whom It May Concern:

Calpoint (Florida), LLC ("Calpoint"), by undersigned counsel and pursuant to Fla. Stat. ch. 364.183, hereby respectfully requests proprietary confidential treatment of the financial statements of Calpoint's parent company, Calpoint LLC, which are included as Attachment B to the above-referenced Applications. These documents contain proprietary, sensitive, commercial and financial information that is not publicly available and, if released, could be used by competitors of Calpoint or its parent, Calpoint LLC, to cause competitive and/or financial harm. As such, the documents fall within the scope of ch. 364.183 and should be afforded protection from public inspection. Accordingly, the documents have been filed in a sealed envelope attached to the original Application and have been omitted from the six copies of the Application accompanying the original. At the completion of the Application process, Calpoint respectfully requests that the Commission return or destroy the information provided under seal and any copies made by staff for its use.

In the event that this request for proprietary confidential treatment is denied, please provide the undersigned with advance notice of that determination. Calpoint further requests that the Commission stay the release of the documents until such time as an application for review of the determination is resolved. Disclosure of these documents without affording Calpoint an opportunity to contest a finding against confidentiality would prejudice it and render moot any successful appeal.

CALPOINT, LLC
11755 WILSHIRE BLVD #1450
LOS ANGELES, CA 90025

16-1606/1220

1004

DATE 09/13/01

PAY TO THE ORDER OF Florida Public Service Comm. \$ 250.00

two hundred fifty dollars only — DOLLARS

PLAZA TOWERS
CITY NATIONAL BANK
2029 Century Park East #B Level (310) 553-4262
Los Angeles, CA 90067

MEMO IXC

Samuel Sulliffe

⑆ 22016066⑆ 1004000200244799⑆

**Before the
FLORIDA PUBLIC SERVICE COMMISSION**

Calpoint (Florida), LLC)
)
Petition for a Certificate of) Docket No. _____
Authority to Provide Alternative)
Local Exchange Service)
Within the State of Florida)

**PETITION FOR CERTIFICATION TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE**

Samuel M. Surloff
Vice President and General Counsel
Calpoint, LLC
11755 Wilshire Boulevard
Suite 1450
Los Angeles, CA 90025
Telephone: (310) 274-6680
Facsimile: (310) 274-6816

Sara F. Leibman
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo P.C.
701 Pennsylvania Avenue, N.W.
Suite 900
Washington, D.C. 20004
Telephone: (202) 434-7300
Facsimile: (202) 434-7400

Counsel for Calpoint (Florida), LLC

APPLICATION

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

Original certificate (new company).

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

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

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

2. **Name of company:** Calpoint (Florida), LLC

3. **Name under which the applicant will do business (fictitious name, etc.):**
Calpoint (Florida), LLC

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

Calpoint (Florida), LLC
11755 Wilshire Boulevard
Suite 1450
Los Angeles, CA 90025
Telephone: (310) 274-6680

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

Applicant does not yet have a Florida address.

6. 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> | |

7. If individual, provide:

Name:

Title:

Address:

City/State/Zip:

Telephone No.:

Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

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

Applicant is not incorporated in Florida.

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

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

Applicant is not a corporation.

10. 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:

Applicant will not be using a fictitious name.

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

(a) The Florida Secretary of State registration number:

M01000001856

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

Name:

Title:

Address:

City/State/Zip:

Telephone No.:

Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

(a) The Florida registration number:

Applicant is not a foreign limited partnership.

14. Provide F.E.I. Number(if applicable): 95-4873600

15. 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. Provide explanation.

No officer, director, or stockholder has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or from any pending proceedings.

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

No officer, director, or stockholder has previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or from any pending proceedings.

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

(a) The application:

Name: Sara F. Leibman

Title: Counsel for Calpoint (Florida), LLC

Address: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
701 Pennsylvania Avenue, N.W. Suite 900

City/State/Zip: Washington, DC 20004

Telephone No.: (202) 434-7327 Fax No.: (202) 434-7400

Internet E-Mail Address: SLeibman@mintz.com

Internet Website Address: www.mintz.com

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

Name: Samuel M. Surloff

Title: Vice President and General Counsel

Address: 11755 Wilshire Boulevard
Suite 1450

City/State/Zip: Los Angeles, CA 90025

Telephone No.: (310) 274-6680 Fax No.: (310) 274-6816

Internet E-Mail Address: ssurloff@calpoint.net

Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: Samuel M. Surloff

Title: Vice President and General Counsel

Address: 11755 Wilshire Boulevard
Suite 1450

City/State/Zip: Los Angeles, CA 90025

Telephone No.: (310) 274-6680 Fax No.: (310) 274-6816

Internet E-Mail Address: ssurloff@calpoint.net

Internet Website Address: N/A

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Applicant has not operated as an alternative local exchange company in any state.

- (b) has applications pending to be certificated as an alternative local exchange company.

Affiliates of the Applicant are currently in the process of completing applications for authority to provide local exchange service in the following states: Colorado, California, Washington DC, Georgia, Illinois, Massachusetts, Washington, Texas, and New York.

- (c) is certificated to operate as an alternative local exchange company.

Applicant is not certified in any state to operate as an alternative local exchange company.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

Applicant has never been denied authority to operate as an alternative local exchange company.

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

Applicant has never had any regulatory penalties imposed.

- (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 any interexchange carrier, local exchange company or other telecommunications entity.

18. Submit the following:

- A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**

SEE ATTACHMENT A

- B. 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 ATTACHMENT A

C. Financial capability.

SEE ATTACHMENT B

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

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

1. the balance sheet:
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) should be provided:

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

THIS PAGE MUST BE COMPLETED AND SIGNED

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 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:

Samuel M. Surloff
Print Name

Signature 

Vice President and General Counsel
Title

Date 09/17/01

(310) 274-6680 (310) 274-6816
Telephone No. Fax No.

Address:

**Calpoint (Florida), LLC
11755 Wilshire Boulevard
Suite 1450
Los Angeles, CA 90025**

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

Samuel M. Surloff
Print Name

Signature Samuel Surloff

Vice President and General Counsel
Title

Date September 17, 2001

(310) 274-6680 (310) 274-6816
Telephone No. Fax No.

SWORN TO AND SUBSCRIBED before me on the 17th day of September, 2001.

Krista Shane McGarahan
Notary Public In and For the
State of California

My commission expires: March 27, 2005

Address:

Calpoint (Florida), LLC
11755 Wilshire Boulevard
Suite 1450
Los Angeles, CA 90025



INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

1) _____ 2) _____

3) _____ 4) _____

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

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.**

POP-to-POP

OWNERSHIP

1) _____

2) _____

3) _____

4) _____

** Initially, Calpoint (Florida), LLC ("Calpoint") will provide data transmission only through dedicated and private line fiber optic telecommunications transmission capacity to other telecommunications carriers. Applicant requests authority, however, to provide the full range of local exchange and interexchange services to permit flexibility in the expansion of its service offerings.

Calpoint intends to install, operate and maintain equipment, including routers and switches

at certain sites throughout the State, and the provision of both dark and lit fiber. Calpoint's network will enable point-to-point, point-to-multipoint, and multipoint-to-multipoint network connections and will be designed to enable high-speed access to ASPs, ISPs, and other types of service providers. Applicant intends to expand its services according to customer demand. Applicant's services will be available on a full-time basis, 24 hours a day, seven days a week.

Calpoint will provide services through facilities leased from other entities initially and ultimately it may construct some of its own facilities. Applicant does not currently own any telecommunications facilities in the State of Florida.

As a new entrant to the Florida market, Calpoint seeks authority to provide facilities-based telecommunications services statewide. Calpoint initially will not construct facilities. If it decides to undertake such construction in the future, Calpoint will provide the Commission at that time a description of the plant and facilities to be constructed.

**(NOT APPLICABLE)
CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT**

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

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

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

List of Attachments

Attachment A	Managerial and Technical Qualifications
Attachment B	Financial Capability
Attachment C	Corporate Qualifications
Attachment D	Proposed Local Exchange Services Price List
Attachment E	Proposed Access Services Price List

ATTACHMENT A

Managerial and Technical Qualifications

Calpoint (Florida), LLC (“Calpoint”) has the managerial and technical qualifications necessary to provide the proposed services in the State of Florida. The managerial staff of Calpoint have experience establishing and operating successful businesses and technical networks. In addition, they have experience providing computer, other technology, professional, and customer services. Calpoint will also rely upon the managerial and technical expertise of other facilities-based carriers which have been certified and deemed technically and managerially able to provide exchange service by the Commission.

Attached are the biographies of the officers and principals of Calpoint. These biographies demonstrate that Calpoint possesses the necessary management and technical expertise to operate a telecommunications corporation, as required by the Commission’s Rules.

Beny Alagem, Chairman

Mr. Alagem is an entrepreneur with over 20 years of experience in building and managing companies in the computer and technology-related industries. Mr. Alagem co-founded Packard Bell Electronics, the personal computer company, in 1986. Under Mr. Alagem's leadership as Chairman and CEO of the Company, it grew into one of the largest personal computer vendors in the world achieving worldwide sales of approximately \$6 billion. Mr. Alagem also is the founder and Chairman of mysmart.com, Inc., a Softbank-backed company. Mysmart is dedicated to delivering advanced Internet solutions and applications and infrastructure for Smart Cards. He is also the founder and Co-Chairman of Fasturn, Inc., a digital marketplace integrating vertical-market supply chain software and technology. Fasturn delivers the next-generation of sourcing and technology solutions for the \$100 billion textiles and apparel industry. Fasturn is funded by several well-known venture capital firms and financial institutions, including Battery Ventures. Mr. Alagem is also a shareholder, together with Samsung Electronics, in AST. In 1997, the National Ethnic Coalition of Organizations awarded the Ellis Island Medal of Honor to Mr. Alagem. He was appointed Honorary Ambassador of the City of Tel Aviv in 1995. During the same year, California Governor Pete Wilson honored Mr. Alagem for his contributions to the State of California by declaring a State holiday in his honor.

James F. McGovern, President and Chief Executive Officer

Mr. McGovern is currently a Partner with Alagem Enterprises and of counsel to the law offices of Higgins, McGovern & Smith. Mr. McGovern is also a member on the Technical Board of Advisors of Pemco Aviation. He has extensive and varied experiences in the commercial and government sectors as President of software product and services companies; as a corporate finance attorney specializing in mergers and acquisitions; as a senior government executive; and as a Navy fighter pilot. Mr. McGovern earned his BS degree from the United States Naval Academy and Juris Doctor from Georgetown University Law School.

Prior to joining Alagem Enterprises in October 2000, Mr. McGovern was President and Chief Operating Officer of Tripolis Technologies, Inc., a privately owned software product development and professional services company. Mr. McGovern was introduced to Tripolis Technologies, Inc., by Pete Musser, the Chairman and Founder of Safeguard Scientifics (Nasdaq: "SFE"). He held this position from January 1998 to October 2000. In January 1998, Tripolis had superb technologies, but virtually no sales, marketing, finance, or professional-services capabilities in place. Within the first six months, Mr. McGovern installed a complete management team; implemented appropriate engineering and customer support processes; and acquired a professional-services organization. He and his team attracted both Fortune 1000 companies and large federal agency clients and thus transformed the Company from a loss position to a highly profitable one within six months. The Company remained profitable while at the same time funding its own new product development and acquisition activities. For the previous seven years, Mr. McGovern was President of Teledyne Brown Engineering ("TBE"), a high technology systems integration company with an unusually large number of professionals with PhD's and other advanced degrees in an array of engineering disciplines. TBE had approximately 3000 employees and annual revenues exceeding \$300 million. TBE has a broad portfolio of software development

applications, systems integration, systems engineering, and manufacturing businesses located in 17 states as well as in Europe and Asia. TBE's customers included both foreign and domestic commercial and government organizations, as well as medical, environmental, utility and other industrial entities. From 1986 to 1989, Mr. McGovern was Under Secretary and Acting Secretary of the United States Air Force with direct responsibility for all worldwide activities of its one million civilian and military personnel and its nearly \$100 billion budget. As such, Mr. McGovern had management responsibility for all of the issues that also challenge top Fortune 100 companies and more – including multi-billion dollar research and product development activities, multi-billion dollar contract negotiations; human resources and senior management succession programs; facility environmental matters; Congressional annual budget testimony; press conferences; and negotiations on various programs and activities with foreign commercial and government executives. Prior to that, Mr. McGovern was Chief of Staff of the Senate Committee on Armed Services. As such, Mr. McGovern managed a professional staff who provided detailed budgetary and related recommendations to the U.S. Senate in its oversight authority of all activities of the U.S. Department of Defense as well as some activities of the Central Intelligence Agency and the U.S. Department of Energy. Prior to that, Mr. McGovern was a corporate finance attorney involved in mergers and acquisitions at Dickstein, Shapiro, Morin and Oshinsky, a large Washington D.C. law firm. Prior to that, Mr. McGovern was an active duty Navy and later Marine reserve fighter pilot and has accumulated over 2,000 hours in supersonic aircraft and nearly 250 aircraft carrier landings.

Karim Kano, VP Business Strategy and Interim CFO

Mr. Kano is currently Executive Vice President of Vault Technologies, Inc. in Los Angeles., which is a provider of outsourced IT solutions to small and mid-size businesses. Prior to his current position, Mr. Kano was Vice President, Strategic Investments and Acquisitions, of Packard Bell NEC, Inc. in Woodland Hills, California, which is a multi-billion dollar consumer electronics company. Prior to that, he was Vice President of Zenith Data Systems Corp. in Buffalo Grove, Illinois, which is a unit of France's Groupe Bull and which provided notebook computers and network servers primarily to commercial, governmental, and educational entities in the United States and overseas. Prior to that he was Vice President of Groupe Bull, S.A. in, Paris and the United States, which is an international IT solutions group. Prior to that, Mr. Kano was a Corporate Consultant to Schlumberger Limited in Paris, which is a leading provider of services, solutions and technology to the international petroleum industry and for which he advised executives with respect to strategic financial analysis and planning, purchasing, operations, and logistics. Prior to that, he was a Project Manager for Gilbert Associates in Paris and the United States, which is an engineering and consulting company and for which he was responsible for budgeting, staffing, and long-term planning. At Gilbert Associates he also served as Head of Engineering Team, in which capacity he monitored design, manufacturing, and testing of electrical components for nuclear power plant. Prior to that, Mr. Kano was a Project Engineer with Westinghouse Electrical Corp., an international provider of power generation facilities, in which capacity he was responsible for equipment procurement, budget, and interface between suppliers and architects/engineers. Mr. Kano has a B.S. degree in Electrical Engineering from the University of Michigan, a M.S. degree in Electronics and Computer Sciences from the University of Michigan, and a Masters in Business Administration in Program Finance and Investment from INSEAD.

Samuel M. Surloff, VP and General Counsel

Mr. Surloff is currently Senior Vice President and General Counsel of mysmart.com, Inc, an Internet-related consumer product company in Los Angeles. Mr. Surloff is also currently Vice President and General Counsel of Alagem Enterprises, a holding company for technology and other investments of Beny Alagem in Los Angeles. Prior to his current positions, he was Vice President and General Counsel for Packard Bell NEC, Inc., a multi-billion dollar PC company in Woodland Hills and Sacramento, California. Prior to that, Mr. Surloff was a Partner at the law firm of Parker, Milliken, Clark, O'Hara & Samuellian in Los Angeles, where he specialized in general corporate, securities, and commercial law. Mr. Surloff has an A.B. degree from the University of Michigan and a Juris Doctor from Harvard Law School.

ATTACHMENT B

Financial Capability

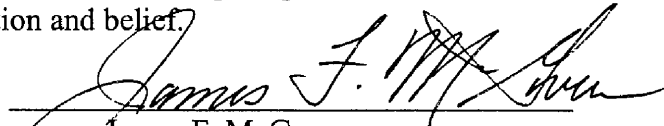
Calpoint (Florida), LLC (“Calpoint”) is financially qualified to provide facilities-based and resold alternative local exchange services in Florida. Because Applicant in a newly formed company, however, it has no financial statements. Attached are the most recent financial statements for Calpoint’s parent company, Calpoint LLC. Calpoint has submitted a Motion concurrently with this application seeking confidential treatment of this highly proprietary and competitively sensitive information. These exhibits are being offered to demonstrate Calpoint’s financial ability to provide the proposed services. With the resources of Calpoint LLC, Calpoint possesses the sound financial support necessary to effectively procure, install and operate the facilities and services requested in this Application.

CONFIDENTIAL

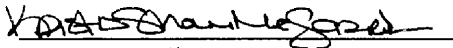
AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY LOS ANGELES)

I, James F. McGovern, the undersigned Chief Executive Officer of Calpoint, LLC, the parent company of Calpoint (Florida), LLC, on my oath do say that the foregoing financial statements have been prepared, under my direction, from the original books, papers and records of the petitioner, that I have carefully examined the same, and declare the same to be a complete and correct statement of the business and affairs of the above named petitioner in respect to each and every matter and thing therein set forth, and I further say that the accounts and figures contained in the foregoing documents embrace all of the financial operations of the petitioner during the period for which said documents are made to the best of our knowledge, information and belief.


James F. McGovern
Chief Executive Officer

Subscribed and sworn to before me
this 17th day of September 2001.


Notary Public

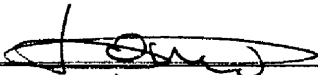
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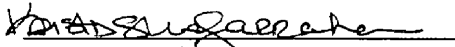
STATE OF CALIFORNIA)
COUNTY LOS ANGELES)

I, Karim Kano, the undersigned Chief Financial Officer of Calpoint, LLC, the parent company of Calpoint (Florida), LLC, on my oath do say that the foregoing financial statements have been prepared, under my direction, from the original books, papers and records of the petitioner, that I have carefully examined the same, and declare the same to be a complete and correct statement of the business and affairs of the above named petitioner in respect to each and every matter and thing therein set forth, and I further say that the accounts and figures contained in the foregoing documents embrace all of the financial operations of the petitioner during the period for which said documents are made to the best of our knowledge, information and belief.



Karim Kano
Chief Financial Officer

Subscribed and sworn to before me
this 17th day of September 2001.



Notary Public

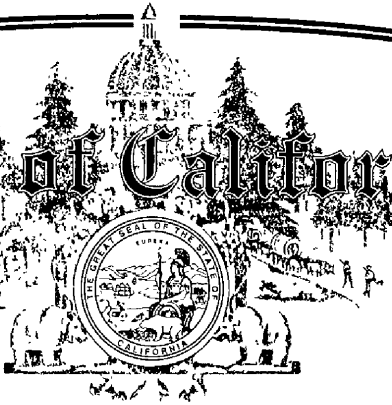
Identification Number:



ATTACHMENT C

Limited Liability Company Qualifications

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 0 1 2001

A handwritten signature in cursive script that reads 'Bill Jones'.

Secretary of State



State of California

Bill Jones

Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.
IMPORTANT - Read instructions before completing this form.

200121310027

File#

ENDORSED . FILED
in the office of the Secretary of State
of the State of California

JUL 31 2001

BILL JONES, Secretary of State

This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")
Calpoint (Florida), LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below: .
Samuel M. Surloff _____ which is
 an individual residing in California. Proceed to item 4.
 a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:
Address: 2842 Motor Avenue
City: Los Angeles State: CA Zip Code: 90064

5. The limited liability company will be managed by: (check one)
 one manager more than one manager single member limited liability company all limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

8. Type of business of the limited liability company. (For informational purposes only)
Technology Services

9. **DECLARATION:** It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

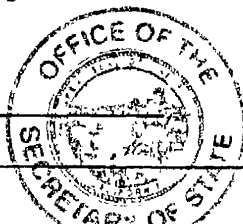
Signature of Organizer

Samuel M. Surloff

Type or Print Name of Organizer

July 30, 2001

Date



10. RETURN TO:

NAME Heller Ehrman White & McAuliffe LLP
FIRM 601 S. Figueroa Street, 40th Floor
ADDRESS Los Angeles, California
CITY/STATE Atten: J. Gottlieb
ZIP CODE

State of Florida



Department of State

I certify from the records of this office that CALPOINT (FLORIDA), LLC, is a California limited liability company authorized to transact business in the State of Florida, qualified on August 15, 2001.

The document number of this limited liability company is M01000001856.

I further certify that said limited liability company has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of August, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

State of California

SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING CALIFORNIA LIMITED LIABILITY COMPANY

I, BILL JONES, Secretary of State of the State of California, hereby certify:

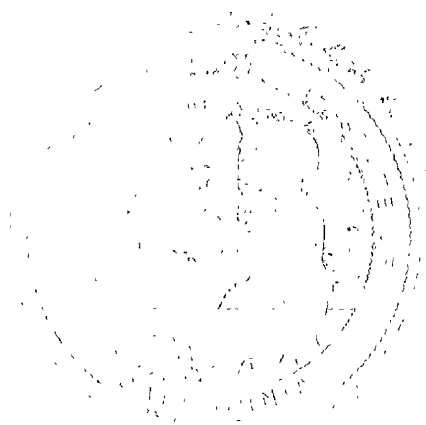
That on the 31st day of July, 2001, CALPOINT (FLORIDA), LLC, became recognized under the laws of the State of California by filing its Articles of Organization in this office; and

That no record exists in this office of a certificate of cancellation of said limited liability company nor of a court declaring cancellation thereof; and

That according to the records of this office, the said limited liability company is authorized to exercise all its powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition of this limited liability company.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
1st day of August, 2001.



Bill Jones

BILL JONES
Secretary of State

ATTACHMENT D

Proposed Local Exchange Services Price List

Calpoint is not submitting a proposed Local Exchange Services Price List at this time. However, the company plans to submit a price list prior to providing local exchange service, as required by the Commission's rules.

ATTACHMENT E

Proposed Access Services Price List

WDC 221859v2

TITLE PAGE

FLORIDA ACCESS SERVICES PRICE LIST

OF

CALPOINT (FLORIDA), LLC

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Calpoint (Florida), LLC ("Calpoint") within the State of Florida. This price list is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 11755 Wilshire Boulevard, Suite 1450, Los Angeles, California 90025.

Issued:

Effective:

Samuel Surloff
Vice President and General Counsel
Calpoint (Florida), LLC
11755 Wilshire Boulevard, Suite 1450
Los Angeles, CA 90025

ACCESS SERVICE PRICE LIST

CHECK SHEET

Sheets 1 through 56, inclusive, of this price list 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 price list and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	40	Original
2	Original	41	Original
3	Original	42	Original
4	Original	43	Original
5	Original	44	Original
6	Original	45	Original
7	Original	46	Original
8	Original	47	Original
9	Original	48	Original
10	Original	49	Original
11	Original		
12	Original		
13	Original		
14	Original		
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37	Original		
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39	Original		

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ACCESS SERVICE PRICE LIST

TABLE OF CONTENTS

TITLE PAGE..... 1
CHECK SHEET 2
TABLE OF CONTENTS..... 3
SECTION 1 - DEFINITIONS 6
SECTION 2 - RULES AND REGULATIONS 11
SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE..... 33
SECTION 4 - SWITCHED ACCESS SERVICE 39
SECTION 5 - SWITCHED ACCESS RATES 42
SECTION 6 - DEDICATED ACCESS SERVICE..... 49

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ACCESS SERVICE PRICE LIST

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 price list 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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ACCESS SERVICE PRICE LIST

PRICE LIST FORMAT

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

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

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).(1)

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

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ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 1OXXX, and the seven digit code has the form 950-XXXX or 1O1XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Company: Calpoint (Florida), LLC ("Calpoint").

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations. "The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price List to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82- 0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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ACCESS SERVICE PRICE LIST

SECTION 1 - DEFINITIONS, CONT.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Calpoint (Florida), LLC

2.1.1 Scope

Calpoint's services offered pursuant to this Price List are furnished for Switched Access Service. Calpoint may offer these services over its own or resold facilities.

Calpoint installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this price list. Calpoint may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Calpoint network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day; seven days per week.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.B The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Calpoint (Florida), LLC, cont.

2.1.2 Shortage of Equipment or Facilities. cont.

2.1.2.C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

2.1.3.A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.

2.1.3.B The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Calpoint (Florida), LLC, cont.

2.1.3 Terms and Conditions, cont.

2.1.3.C The 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.

2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Calpoint (Florida), LLC, cont.

2.1.4 Liability of the Company. cont.

- 2.1.4.B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- 2.1.4.D The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- 2.1.4.E The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Calpoint (Florida), LLC, cont.

2.1.4 Liability of the Company, cont.

- 2.1.4.G The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- 2.1.4.H Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- 2.1.4.I The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.
- 2.1.4.J The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.K The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.1 Undertaking of Calpoint (Florida), LLC, cont.****2.1.4 Liability of the Company, cont.**

2.1.4.L The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

2.1.4.M The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.N The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.1 Undertaking of Calpoint (Florida), LLC, cont.****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.A The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.D Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.**2.1. Undertaking of Calpoint (Florida), LLC, cont.****2.1.6 Provisions of Equipment and Facilities**

2.1.6.F The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

2.1.6.F.1 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

2.1.6.F.2 the reception of signals by Customer-provided equipment; or

2.1.6.F.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.6.H The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.1 Undertaking of Calpoint (Florida), LLC, cont.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.1.8.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.8.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.8.E where installation is on an expedited basis;
- 2.1.8.F on a temporary basis until permanent facilities are available;
- 2.1.8.G installation involving abnormal costs; or
- 2.1.8.H in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Calpoint (Florida), LLC, cont.**2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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ACCESS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CONT.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

2.3.1.A the payment of all applicable charges pursuant to this price list;

2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

2.3.1.C providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

2.3.1.D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.2 Access Order, cont.

Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

- 3.2.1.A The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 3.2.1.B There is no existing facility connecting the Customer Premises with the company; or
- 3.2.1.C The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 3.2.1.D The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.2 Access Order, cont.

3.2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.2.3.A The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

3.2.3.A.1 A change in the identity of the Customer of record; or

3.2.3.A.2 A move by the Customer to a different building.

3.2.3.B When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

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ACCESS SERVICE PRICE LIST

SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.2 Access Order, cont.

3.2.3 Minimum Period of Service, cont.:

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

3.3 Supplementary Charges

ASR New Order Processing	\$25.00
ASR New Order Processing - Leased*	\$25.00
Order Processing (non ASR)	\$50.00
Order Processing (non ASR) - Leased*	\$50.00
Subsequent Order Processing - Unspecified Change	\$25.00
Subsequent Order Processing - Unspecified Change - Leased*	\$25.00
Customer Requested Expedite	\$250.00
Customer Requested Expedite - Leased* (\$250 minimum)	\$100.00
Customer Requested Due Date Change	\$50.00
Customer Requested Due Date Change - Leased*	\$25.00
<p>Company Due Date Change Policy - No due date change accepted at or after three (3) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.</p>	

* - All leased charges will also include any charge the underlying carrier charges to complete the request.

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SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE, CONT.

3.3 Supplementary Charges, cont.

Cancellation

After three business days from order date	\$150.00	\$150.00
Until two days prior to due date and after One month full		One month full recurring charges; \$250 minimum.

Cancellation

After three business days from order date	\$100.00 (\$250.00 minimum)	\$100.00 (\$250 minimum)
Until two days prior to due date and after One month full		One month full recurring charges; \$350 minimum.

Reengineering on order in progress

ICI DS-1/DS-0	\$150.00
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Reengineering on order in progress

Leased* DS-1/DS-0	\$100.00 (\$400 minimum)
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Reengineering on order in progress

ICI DS-3/SONET	\$300.00
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Reengineering on order in progress

Leased* DS-3/SONET	\$100.00 (\$600 minimum)
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*- All leased charges will also include any charge the underlying carrier charges to complete the request.

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ACCESS SERVICE PRICE LIST

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

This price list Switched Access Service is only available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services. The Company is not equipped for equal access service.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. **Tandem Connect Access:** This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. **Direct Connect Access:** The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

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ACCESS SERVICE PRICE LIST

SECTION 4 - SWITCHED ACCESS SERVICE CONT.**4.2 Provision and Description of Switched Access Service Arrangements, cont.****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- 4.2.3.A Originating 1OXXX FG Access
- 4.2.3.B Originating 800 FG Access
- 4.2.3.C Terminating FG Access

The usage charges, as stated in Section 5, include the use of all facilities between the end user and the Customer's premises. This includes but is not limited to, the common line, local switching, switched transport, entrance facility and 800 database.

4.2.4 Originating 1OXXX or 1OXXXX FG Access

The access code for FG Access switching is a uniform access code of the form 1OXXX or 1OXXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises.

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SECTION 4 - SWITCHED ACCESS SERVICE CONT.**4.2 Provision and Description of Switched Access Service Arrangements, cont.****4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the frill ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-IXXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and IOXXX and IOXXXX access codes. PG may not be switched, in the terminating direction, to Switched Access Service Feature Groups B,C,D.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are two types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place. Usage rates are rates that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2 Application of Rates

Originating 10XXX/101XXXXFG Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 5.4.3). There are no non-recurring or monthly recurring charges for Tandem Connect Access.

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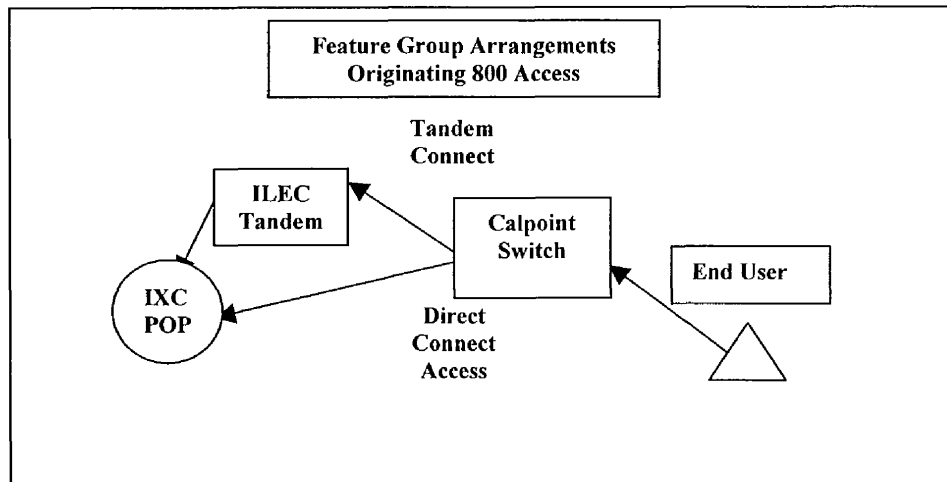
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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.2 Application of Rates, cont.

Originating 800 FG Access: Usage rates will apply to the total number of record minutes of use during the billing period. Usage rates will apply to both Tandem Connect Access and Direct Connect Access as set forth in 5.4.2. In addition, non-recurring and monthly recurring rates will apply to Direct Connect Access. These non-recurring and monthly recurring rates will be developed on an individual case basis (see Section 5.4.3). There are no nonrecurring or monthly recurring charges for Tandem Connect Access.



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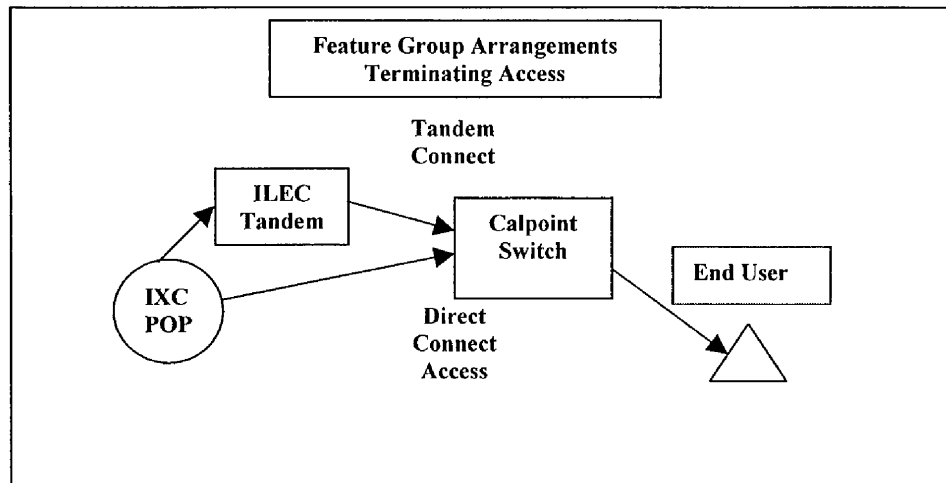
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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.2 Application of Rates, cont.

Terminating FG Access: Usage rates will apply to the total number of recorded minutes of use during the billing period. Usage rates (T) will apply to both Tandem Connect Access and Direct Connect Access I as set forth in 5.4.2. In addition, non-recurring and monthly I recurring rates will apply to Direct Connect Access. These non- I recurring and monthly recurring rates will be developed on an I individual case basis (see Section 5.4.3). There are no nonrecurring or monthly recurring charges for Tandem Connect Access.



5.3 **Billing of Access Minutes:** When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer’s facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User’s Local Switching Center - (indicating that the originating End User has disconnected), or the Customer’s facilities, whichever is recognized first by the entry switch.

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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.3 Billing of Access Minutes, cont.:

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. -The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with 557 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch' receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

5.4 Rates and Charges

5.4.1 Non-Recurring Charges

5.4.1.A Service Implementation/Installation Charge (Per Trunk)

First	<u>DS-1</u> ICB
Each Additional	ICB

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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.4 Rates and Charges, cont.

5.4.2 Switched Access¹

Originating 10XXX/101XXXX FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.05014	\$0.04989
Orlando, Jackonsville, and Miami	\$0.01972	\$0.0188

Originating 800 FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.05414	\$0.05389
Orlando, Jackonsville, and Miami	\$0.02132	\$0.02048

Terminating FG Access:

LATA	Rate per MOU	
	Tandem Connect	Direct Connect
Tampa	\$0.06152	\$0.06127
Orlando, Jackonsville, and Miami	\$0.02739	\$0.02655

¹ Where access service is provided in connection with NationalTel end users, the switched access rates found in Section 5.4.3 apply.

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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.4 Rates and Charges, cont.

5.4.3 Switched Access - Service In Connection With NationalTel End Users

A. Direct Access Local Switching

	<u>Originating</u>	<u>Terminating</u>
All States	\$0.062224	\$0.070024

The per minute Direct Access Local Switching rate element can be divided into conventional switched access rate elements, where such a distinction is desired, as indicated below:

	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	\$0.025800	\$0.033600
Interconnection	\$0.010824	\$0.010824
Local Switching	\$0.177000	\$0.017700
Information Surcharge	<u>\$0.007900</u>	<u>\$0.007900</u>
Total	\$0.062224	\$0.070024

B. Tandem Access Local Switching

	<u>Originating</u>	<u>Terminating</u>
All States	\$0.062494	\$0.070294

The per minute Tandem Access Local Switching rate element can be divided into conventional switched access rate elements, where such a distinction is desired, as indicated below:

	<u>Originating</u>	<u>Terminating</u>
Carrier Common Line	\$0.025800	\$0.033600
Tandem Switched Transport Termination (one of two)	\$0.000090	\$0.000090
Tandem Switched Transport Facility (mileage insensitive)	\$0.000180	\$0.000180
Interconnection	\$0.010824	\$0.010824
Local Switching	\$0.177000	\$0.017700
Information Surcharge	<u>\$0.007900</u>	<u>\$0.007900</u>
Total	\$0.062494	\$0.070294

C. 8XX Data Base Access Service, per Query \$0.010000

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ACCESS SERVICE PRICE LIST

SECTION 5 - SWITCHED ACCESS RATES, CONT.

5.4 Rates and Charges, cont.

5.4.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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ACCESS SERVICE PRICE LIST

SECTION 6 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

Dcdocs:175735.1(3RLJ01!.DOC)

WDC 222143v1

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