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November 21, 2001

ORIGINAL

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COMMISSION
CLERK

VIA OVERNIGHT DELIVERY

Ms. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

011604 - TX

Re: Applications of El Paso Networks, L.L.C. for Alternative Local Exchange
Carrier and Interexchange Telecommunications Authority in the State of
Florida

Dear Ms. Bayo:

El Paso Networks, L.L.C. ("EPN"), by undersigned counsel, herewith respectfully submits its applications for authority to provide alternative local exchange and interexchange telecommunications services in the State of Florida.

An original and six (6) copies of each of these filings, together with the appropriate checks for \$250 each are enclosed herewith. Please date stamp the enclosed extra copies of this filing and return them in the stamped envelope provided. Please do not hesitate to contact Tony S. Lee at (202) 424-7798, with any questions you may have in this matter.

Respectfully submitted,



Tony S. Lee
Michael Schunck
Counsel for El Paso Networks, L.L.C.

CONFIDENTIAL
DOCUMENT NUMBER-DATE
14892 NOV 26 01
FPSC-COMMISSION CLERK

Enclosures

RECEIVED & FILED
man
FPSC-BUREAU OF RECORDS

391468

Applicator
DOCUMENT NUMBER-DATE
14890 NOV 26 01
FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****
DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

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

Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480

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:**

EI Paso Networks, LLC ("EPN" or "Applicant")

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

EI Paso Networks, LLC

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

1001 Louisiana Street

Houston, Texas 77002

Telephone: (713) 420-2080 Facsimile: (713) 420-6400

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

EPN does not presently have an office established in Florida.

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 |

Other Limited Liability Company

NOTE: Applicant's Certificate of Formation and Certificate of Authority to Transact Business in Florida are attached as Exhibit 1.

7. **If individual, provide:**

Name: Not Applicable.
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:
Not Applicable.

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

(a) The Florida Secretary of State corporate registration number:
Not Applicable.

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:
EPN will not use 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:
Not Applicable.

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

Name: Not Applicable.
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

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: Not Applicable.

14. **Provide F.E.I. Number (if applicable):** 76-06-2255

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.

None of EPN's officers, directors, or equity holders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime, nor are any such proceedings pending.

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

None of EPN's officers, directors, or any of the ten largest stockholders have previously been an officer, director, partner or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Name: Tony S. Lee, Swidler Berlin Shereff Friedman, LLP

Title: Counsel for the Applicant

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, D.C. 20007-5116

Telephone No.: (202) 424-7500 **Fax No.:** (202) 424-7645

Internet E-Mail Address: TSLee@swidlaw.com

Internet Website Address: www.swidlaw.com

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

Name: Sam Beason

Title: Director of Regulatory and Governmental Affairs

Address: 1001 Louisiana Street

City/State/Zip: Houston, Texas, 77002

Telephone No.: (713) 420-1932 **Fax No.:** (713) 420-6538

Internet E-Mail Address: sbeason@epglobalnetworks.com

Internet Website Address: Not available.

(c) Complaints/Inquiries from customers:

Name: Sam Beason

Title: as above

Address:

City/State/Zip:

Telephone No.: _____ Fax No.:

Internet E-Mail Address:

Internet Website Address:

17. List the states in which the applicant:

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

Applicant operates as an alternative local exchange company in Texas.

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

Applicant currently has applications pending with the regulatory commissions of the following states for authority to provide local exchange services: Alabama, Arkansas, Georgia, Louisiana, Maryland, Mississippi, New Jersey, North Carolina, and Utah.

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

The Applicant has been granted authority to operate as an alternative local exchange company in the following states: Arizona, California, Colorado, Delaware, District of Columbia, Idaho (CAP registration), Illinois, Indiana, Kansas, Kentucky, Massachusetts, Missouri, Nevada, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Virginia, and Washington.

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

Applicant has not been denied authority to operate as an alternate local exchange company in any state.

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

Applicant has not had any regulatory penalties imposed on it.

(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 not been involved in any civil court proceedings with any telecommunications entity (interexchange carrier, local exchange company or other telecommunications entity) in any state.

18. **Submit the following:**

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

Please see Exhibit 2.

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.**

Please see Exhibit 2.

C. **Financial capability.**

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

The un-audited 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.

Please see Exhibit 3.

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

Please see Exhibit 3.

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

Please see Exhibit 3.

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) To be determined 2) _____

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

1) To be determined 2) _____

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

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>To be determined</u>	_____

EXHIBITS

- | | |
|------------------|--|
| EXHIBIT 1 | Certificate of Formation and Certificate of Authority to Transact Business |
| EXHIBIT 2 | Managerial and Technical Qualifications |
| EXHIBIT 3 | Financial Qualifications Written Statement and Financial Statements |
| EXHIBIT 4 | Price List |

EXHIBIT 1

CERTIFICATE OF FORMATION AND CERTIFICATE OF AUTHORITY

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EL PASO NETWORKS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JANUARY, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor
Secretary of State

3122853 8300

010029123

AUTHENTICATION: 0922550

DATE: 01-18-01

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A CORPORATION UNDER THE NAME OF "WALLER CREEK COMMUNICATIONS, INCORPORATED" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "WALLER CREEK COMMUNICATIONS, INCORPORATED" TO "EL PASO NETWORKS, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2000, AT 2:30 O'CLOCK P.M.



Harriet Smith Windsor
Secretary of State

3322853 8100V

AUTHENTICATION: 0915698

010022873

DATE: 01-16-01

State of Delaware
Office of the Secretary of State

PAGE 2

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EL PASO NETWORKS, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2000, AT 2:30 O'CLOCK P.M.



Harriet Smith Windsor
Secretary of State

3322853 8100V

010022873

AUTHENTICATION: 0915698

DATE: 01-16-01

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY
PURSUANT TO ARTICLE 5.17
OF THE TEXAS
BUSINESS CORPORATION ACT
AND SECTION 18-214 OF THE
DELAWARE LIMITED LIABILITY COMPANY ACT**

This Certificate of Conversion of Waller Creek Communications, Incorporated (the "Corporation") dated as of November 30, 2000, is being duly executed and filed by an authorized officer of the Corporation to convert the Corporation to a Delaware limited liability company.

1. The name of the Corporation immediately prior to filing this Certificate of Conversion, which was also the name set forth in its original Articles of Incorporation, was:

Waller Creek Communications, Incorporated

2. The jurisdiction of the Corporation immediately prior to filing this Certificate of Conversion was:

Texas

3. The jurisdiction where the corporation was first created is:

Texas

4. The date the Articles of Incorporation of the Corporation was filed is:

April 24, 1995

5. The name of the limited liability company as set forth in its Certificate of Formation is:

El Paso Networks, L.L.C.

6. The conversion has been approved in accordance with the provisions of Article 5.17 the Texas Business Corporation Act and Section 18-214 of the Delaware Limited Liability Company Act.

IN WITNESS WHEREOF, this Certificate of Conversion has been executed by an authorized officer of the Corporation on the date and year first above written.

By: Kelley Jameson
Name: Kelly Jameson
Title: Assistant Secretary

CERTIFICATE OF FORMATION
OF
EL PASO NETWORKS, L.L.C

This Certificate of Formation of El Paso Networks, L.L.C., (the "LLC") dated as of November 30, 2000, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et. seq.

FIRST: The name of the LLC formed hereby is:

El Paso Networks, L.L.C.


SECOND: The address of the registered office of the LLC in the State of Delaware is:

Corporation Trust Center
1209 Orange Street
New Castle County
Wilmington, Delaware 19801

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
New Castle County
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be executed as of the date first above written.



Kelly Jameson
An Authorized Person



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 11, 2001

CB
CT CORP. SYSTEM

Re: Document Number M01000000146

The Amendment to the Application of a Foreign Limited Liability Company for EL PASO NETWORKS, LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on April 11, 2001.

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

Tammi Cline
Document Specialist
Division of Corporation

Letter Number: 101A00021606

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO
FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

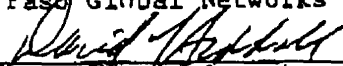
SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: El Paso Networks, L.L.C.
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: January 22, 2001

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? No change.
5. New name of the limited liability company: N/A
6. If the amendment changes the period of duration, indicate new period of duration: No change
7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction: No change
8. If the amendment corrects any false statement, indicate the statement being corrected and the correction: The limited liability company is now manager managed by El Paso Global Networks Company 1001 Louisiana Street, Houston, Texas 77002
9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

El Paso Global Networks Company, Manager



Signature of a member or the authorized representative of a member

David L. Siddall, Vice President

Typed or printed name of signee

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 APR 11 PM 3:12

FILED

CT CORPORATION SYSTEM

April 11, 2001

Mr. Pilar DaAnda
El Paso Corporation
1001 Louisiana Street
Houston, TX 77002

**RE: Status Report for: 4049228
Amendment(s)
El Paso Networks, L.L.C.**

Dear Mr. DaAnda:

As instructed, we enclosed the following document(s), as issued by the Florida Secretary of State:

Amendment(s)
Filed on 04-11-01

If you have any questions concerning this order, please contact Kirk Hood in our Houston office. Thank you for this opportunity to be of service.

Sincerely yours,

CT Tallahassee

Via: Fax/FedEx
713-420-4099

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 22, 2001

CT CORP.
MELANIE

Qualification documents for EL PASO NETWORKS, LLC were filed on January 22, 2001, and assigned document number M01000000146. 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.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 201A00003471

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

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

1. El Paso Networks, L.L.C. (Name of foreign limited liability company)

2. Delaware (Jurisdiction under the law of which foreign limited liability company is organized) 3. 76-0662255 (FEI number, if applicable)

4. 11/30/2000 (Date of Organization) 5. Perpetual (Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon qualification (Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))

7. 1001 Louisiana Street, Houston, TX 77002 (Street address of principal office)

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

9. The usual business addresses of the managing members or managers are as follows: Quanta Investors, L.L.C., 1001 Louisiana Street, Houston, Texas 77002

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

11. Nature of business or purposes to be conducted or promoted in Florida: See Attachment


See attached signature block Signature of a member or an authorized representative of a member. (In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.) David L. Siddall, Vice President Typed or printed name of signee

FILED 01 JAN 22 PM 1:39 SECRETARY OF STATE TALLAHASSEE, FLORIDA

By: Quanta Investors, L.L.C.
Sole Member of El Paso Networks, L.L.C.

By: Photon Investors, L.L.C.
Sole Member of Quanta Investors, L.L.C.

By: El Paso Photon Investor, L.L.C.
Sole Member of Photon Investors, L.L.C.

By: 

David L. Siddall
Vice President

Attachment to Florida
Application By Foreign Limited Liability Company for Authorization to Transact Business in Florida

Nature of the LLC's Business

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 to do business under the laws of this State.

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

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

1. The name of the Limited Liability Company is:

El Paso Networks, L.L.C.

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

C T Corporation System

(Name)

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

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

Plantation

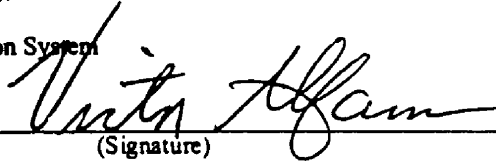
FL 33324

City/State/Zip

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

C T Corporation System

By


(Signature)

**VICTOR ALFANO
ASSISTANT SECRETARY**

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

EXHIBIT 2

MANAGERIAL AND TECHNICAL QUALIFICATIONS

MANAGERIAL QUALIFICATIONS

Biographies of Key Management Personnel

Michael L. Babin, Senior Managing Director - Engineering and Operations

Before joining EPGN, Mr. Babin served as the Managing Director (President) from 1998 to 2000 of C3 Communications, Inc., a fiber-based telecommunications carrier and electric meter reading and data processing company that provided network capacity, data access and collocation to telecommunications carriers and Internet service providers. Mr. Babin worked for C3 Communications since 1996, and his duties included development of strategy and business plan, obtaining financing, and management of wholesale activities.

Previously, Mr. Babin was the Director of Corporate Telecommunications Planning and later the Director of Telecommunications for Central & South West Services, Inc. Mr. Babin had oversight of operations and construction of a 125-site 800 MHz mobile radio system with mobile data, 2,000 miles of private fiber and microwave network and 400 phone switches with over 100 employees. Mr. Babin was employed by Central & South West Services, Inc. from 1992-1996.

Mr. Babin earned his MBA from The Wharton School in Finance/Operations Management and Bachelor of Science in Applied Mechanics from the University of California.

Jeffrey I. Beason, Senior Vice President and Controller

In his current position, Mr. Beason is responsible for corporate accounting and reporting financial functions for all El Paso Energy business units. With over \$20 billion in assets, El Paso Energy owns North America's largest natural gas pipeline system, both in terms of throughput and miles of pipeline, and has operations in natural gas transmission, gas gathering and processing, gas and oil production, power generation, merchant energy services and international project development.

Before assuming his present position in December 1996, Mr. Beason served as senior vice president of administration for Mojave Pipeline Operating Company, an El Paso Energy company. Mr. Beason earned a Bachelor of Business Administration degree from Texas Tech University. He is a certified public accountant.

Greg C. Jenkins, President and Chief Executive Officer.

In his current position, Mr. Jenkins is leading the deployment of a wholesale merchant-oriented business model based on El Paso Energy's demonstrated commercial and trading skills, focusing on integrating and operating complex networks while intermediating the risks of evolving markets. With his extensive experience in rapidly evolving markets, Mr. Jenkins has the knowledge and skills required to build a telecommunications business that will offer customers end-to-end connectivity.

Mr. Jenkins assumed his present position with El Paso in July 2000. Previously, he served as president of El Paso Merchant Energy where he oversaw energy sales, trading, and risk management involving large volumes of energy throughout the United States and Canada.

Prior to joining El Paso Energy, Mr. Jenkins served as senior vice president and general manager of Entergy Power Inc. In that position, he directed matters relating to the independent generation of electric power in North America and the marketing and trading of electricity and natural gas. Earlier in his career, Mr. Jenkins held the position of president and chief executive officer of Hadson Corporation, a NYSE company engaged in natural gas gathering, processing, and marketing. Mr. Jenkins earned a Bachelor of Arts degree in Business Administration from Western State College.

Alan Johnson, Senior Vice President, Sales & Marketing

Mr. Johnson joined EPGN in 2000, when EPGN acquired Pontio Communications. At Pontio, Mr. Johnson had responsibility for the operations and sales, building on his 16 years of telecommunications experience. Mr. Johnson joined Pontio from U S West, where he was responsible for revenue and profit performance and strategic market planning and execution in his region. Prior to joining U S West, Mr. Johnson was a Vice President/Director for MFS Communications Company, Inc., which was acquired by WorldCom in 1996. Mr. Johnson was responsible for network development, local service interconnection, and local service resale in the operating territories of U S West, Pacific Bell, Southwestern Bell, and GTE. Mr. Johnson holds a Bachelor of Science in Business Administration from the University of Nebraska.

Gary Nekula, Senior Vice President, Industry Technology Development

Mr. Nekula, joined EPGN in 2000, when EPGN acquired Pontio Communications. At Pontio Mr. Nekula served as the Chief Technical Officer since joining the company in June 1998. In his role as Chief Technical Officer, Mr. Nekula was responsible for the network design and deployment of network equipment, including transport equipment, physical and virtual collocation, DSL technologies, and OSS systems. Prior to joining Pontio, Mr. Nekula served as Vice President of Local Planning and Implementation of MFS Communications Company, Inc., one of the nation's largest and oldest CLECs. MFS was acquired by WorldCom in 1996.

Mr. Nekula's extensive telecommunications engineering career includes 18 years with Southwestern Bell Telephone Company, Inc., where he served as Director in charge of Transport Centralized Support for the entire Southwestern Bell Telephone Company territory. Mr. Nekula holds a Bachelor of Science in Electrical Engineering from the University of Missouri.

R. Bruce Northcutt, Vice President, El Paso Energy Communications Company

In his current position, Mr. Northcutt is responsible for developing a fiber-optic network along El Paso Energy's pipelines. Mr. Northcutt assumed his present position in 1999. Previously, he was Director of Business Development for El Paso Gas Services, responsible for transportation capacity acquisition and project development. He previously worked for Tennessee Gas Pipeline in purchasing, supply, transportation control and regulatory affairs. Mr. Northcutt earned a Bachelor of Science in Petroleum Engineering from Texas Tech University.

Charles Dana Rice, Senior Vice President and Treasurer

Mr. Rice assumed his current position in 1998. In 1996, he was named vice president of finance for Tennessee Gas Pipeline. Previously, he was director of the accounting department, director of the planning department, and director of the volume accounting group. Mr. Rice has been responsible for treasury functions, structural planning and financial aspects of discontinued operations of former Tenneco entities. Mr. Rice earned a Bachelor of Business Administration degree from the University of Texas and is a certified public accountant.

Paul Adam Roberts, Chief Information Officer

Mr. Roberts has over 15 years of Information Technology and business management experience. Prior to joining EPGN, Mr. Roberts served as Vice President, Operational Support Services, NETtel Communications, a nationwide integrated communications provider offering service packages of Internet, local and long distance, and a suite of value-added data and voice communications applications. As a member of executive management from 1999-2000, Mr. Roberts had responsibility for the Program Management Office, Operational Support System development and Information Technology organizations. Mr. Roberts held the position of Vice President Information Technology from 1998-1999 at Level 3 Communications, an international communications and information services company utilizing an advanced Internet Protocol (IP) technology-based network. At Level 3, Mr. Roberts duties included development, acquisition and integration of business support systems and network support systems; management of vendor relationships; recruiting of IT technicians and management staffs.

D. Dwight Scott, Chief Financial Officer

Mr. Scott is responsible for all financial, investing, treasury and audit functions for El Paso Global Networks. Mr. Scott assumed his present position in 2000. Previously, he was with Donaldson, Lufkin & Jenrette Securities Corporation, where he was the senior Managing Director in charge of the Houston office of the Energy and Power Group. Mr. Scott has held various banking and investment banking positions. Mr. Scott received his MBA from the University of Texas.

Katheryn E. Spargur, Senior Vice President Regional Sales and Marketing

Ms. Spargur has over 20 years of experience in the telecommunications/utility industry in management, sales, marketing and technical capacity. Ms. Spargur has experience with long-haul telecommunications carriers, competitive access providers, competitive local exchange carriers, large electric utilities and other commercial telecommunications users. As Director of Sales and Marketing at C3 Communications from 1999--2000, she established sales and marketing departments, lead in the development and implementation of new product offerings, and was responsible for the company meeting specified revenue targets. From 1997-1998, Ms. Spargur was the Director of Sales and Marketing for CSW/ICG ChoiceCom, whose wholesale division was acquired by C3 Communications in 1999. Previously, she was a Major Accounts Manager for Brooks Fiber Communications and PSO/MetroLink.

Britton White, Jr., Executive Vice President and General Counsel.

Mr. White is responsible for all legal and government relations functions for the corporation. In March of 1991, Mr. White became senior vice president and general counsel of El Paso Natural Gas Company, which was then the predecessor and is currently a business unit of El Paso Energy Corporation. Following the acquisition of Tenneco Energy in 1996, Mr. White was elected to his current position as executive vice president and general counsel of El Paso Energy Corporation.

Prior to joining El Paso Energy, Mr. White was a partner in a law firm specializing in natural resources, energy law, and commercial litigation. In addition to corporate and securities matters, Mr. White's experience includes transactions, business activities and disputes relating to exploration, development, financing, sale and transportation of coal, oil and gas, uranium and other minerals. He also has participated in numerous administrative and judicial proceedings, arbitrations, and mediations principally related to natural resources and energy issues. Mr. White earned a law degree from the University of Colorado.

EXHIBIT 3

(Confidential Treatment Requested)

011604-TX

**Financial Qualifications Written Explanations and
Financial Statements**

EXHIBIT 4
PRICE LIST

TITLE SHEET**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This Price List contains descriptions, regulations, and rates applicable to furnishings of service and facilities for alternative local exchange telecommunication services provided by El Paso Networks, L.L.C. ("El Paso" or "Company" or "Carrier") between one or more points in the State of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours, at El Paso's principal place of business, 1001 Louisiana Street, Houston, TX 77002.

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CHECK SHEET

The sheets of this price list are effective as of the date shown. The original and revised sheets named below contain all changes from the original price list and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original		

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SYMBOLS SHEET

The following symbols shall be used in this Price list for the purpose 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 Change.

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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 tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the 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 their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).l.
 - 2.1.1.A.1.(a).l.(i).
 - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's interstate telephone services offered pursuant to this price list.

Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Commission

The Florida Public Service Commission.

Company

The term "Company" denotes El Paso Networks, L.L.C.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

End User or User

Any person or entity that obtains the Company's services provided under this Price list, regardless of whether such person or entity is so authorized by the Customer.

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

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; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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SECTION 1 - DEFINITIONS (Cont'd)

Network

Refers to the Company's facilities, equipment, and services provided under this Price list.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Florida.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this price list.

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SECTION 2 - APPLICATION OF PRICE LIST

- 2.1 This Price list applies to the furnishing of services and facilities for alternative local exchange telecommunication services supplied to Customer by the Company.

This Price list applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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SECTION 3 - REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Price list. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

3.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

3.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price list, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

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SECTION 3 - REGULATIONS (Cont'd)**3.1 Undertaking of the Company (Cont'd)****3.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Price list.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Price list, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 3 - REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 3 - REGULATIONS (Cont'd)

3.1 Undertaking of the Company (Cont'd)

3.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Price list.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price list;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 3 - REGULATIONS (Cont'd)**3.1 Undertaking of the Company (Cont'd)****3.1.4 Limitations on Liability (Cont'd)**

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

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SECTION 3 - REGULATIONS (Cont'd)**3.1 Undertaking of the Company (Cont'd)****3.1.4 Limitations on Liability (Cont'd)**

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

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SECTION 3 - REGULATIONS (Cont'd)**3.1 Undertaking of the Company (Cont'd)****3.1.5 Testing and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

3.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Price list, the responsibility of the Company shall be limited to the furnishing of services under this Price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 3 - REGULATIONS (Cont'd)**3.1 Undertaking of the Company (Cont'd)****3.1.7 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:

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

Special construction charges will be determined as described herein.

3.1.8 Ownership of Facilities

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

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SECTION 3 - REGULATIONS (Cont'd)**3.2 Prohibited Uses**

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 3.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 3.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price list will apply.

3.3 Obligations of the Customer**3.3.1 Customer Premises Provisions**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 3 - REGULATIONS (Cont'd)

3.3 Obligations of the Customer (Cont'd)

3.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 3 - REGULATIONS (Cont'd)**3.4 Customer Equipment and Channels****3.4.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

3.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 3 - REGULATIONS (Cont'd)

3.4 Customer Equipment and Channels (Cont'd)

3.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

3.4.4 Interconnection Provisions

Facilities furnished under this Price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price list.

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SECTION 3 - REGULATIONS (Cont'd)**3.5 Customer Deposits and Advance Payments****3.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to one (1) month of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

3.5.2 Deposits

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SECTION 3 - REGULATIONS (Cont'd)

3.6 Payment Arrangements

3.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

3.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 3 - REGULATIONS (Cont'd)**3.6 Payment Arrangements (Cont'd)****3.6.2 Billing and Collection of Charges (Cont'd)**

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
 2. the highest interest rate which may be applied under Florida state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 3.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 3 - REGULATIONS (Cont'd)**3.6 Payment Arrangements (Cont'd)****3.6.3 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Price list.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 3 - REGULATIONS (Cont'd)

3.6 Payment Arrangements (Cont'd)

3.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 3 - REGULATIONS (Cont'd)

3.6 Payment Arrangements (Cont'd)

3.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6770

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SECTION 3 - REGULATIONS (Cont'd)

3.6 Payment Arrangements (Cont'd)

3.6.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the Customer and the Authority, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving twenty-four (24) hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability is such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 3 - REGULATIONS (Cont'd)

3.6 Payment Arrangements (Cont'd)

3.6.4 Discontinuance of Service for Cause (Cont'd)

- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

3.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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SECTION 3 - REGULATIONS (Cont'd)**3.6 Payment Arrangements (Cont'd)****3.6.6 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

3.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two (2) times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

3.7 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 3 - REGULATIONS (Cont'd)**3.8 Allowances for Interruptions in Service****3.8.1 General**

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price list.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

3.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Price list by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 3 - REGULATIONS (Cont'd)**3.8 Allowances for Interruptions in Service (Cont'd)****3.8.2 Limitations of Allowances (Cont'd)**

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

3.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 3 - REGULATIONS (Cont'd)**3.8 Allowances for Interruptions in Service (Cont'd)****3.8.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 3 - REGULATIONS (Cont'd)

3.8 Allowances for Interruptions in Service (Cont'd)

3.8.4 Application of Credits for Interruptions in Service (Cont'd)

D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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SECTION 3 - REGULATIONS (Cont'd)

3.8 Allowances for Interruptions in Service (Cont'd)

3.8.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

3.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Price list.

3.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

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

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SECTION 3 - REGULATIONS (Cont'd)

3.9 Customer Liability for Unauthorized Use of the Network

3.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Price list; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Price list, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's price listed charges by either rearranging, tampering with, or making connections not authorized by this Price list to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Price list, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price list.

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SECTION 3 - REGULATIONS (Cont'd)

3.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

3.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Price list, the Customer is responsible for payment of all charges for services provided under this Price list furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 4 - SERVICE DESCRIPTIONS**4.1 General**

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 4.7.

4.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within sixty (60) days.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.3 Service Descriptions and Technical Specifications**

The following service descriptions and technical specifications will apply to Carrier's services.

4.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.5644 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

4.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface.

As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.3 Service Descriptions and Technical Specifications (Cont'd)****4.3.3 DS-3 (X3), (X9), or (X12), (X24) Services**

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

4.3.4 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

4.3.5 Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.3 Service Descriptions and Technical Specifications (Cont'd)****4.3.6 Dim Fiber Services**

Dim Fiber is a service that permits the Customer to utilize a portion of Company's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Mbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

4.3.7 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

4.3.8 DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

4.3.9 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.4 Rate Categories**

There are six rate categories that may apply to Carrier's Services.

4.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

4.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 4.6 of this price list), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

4.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.4 Rate Categories (Cont'd)****4.4.4 Extraordinary Charges**

From time to time, customers may request special services not addressed specifically by rate elements in this price list, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this price list shall be approved by the Commission prior to the provision of such service.

4.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this price list, to customers that subscribe to substantial volumes of Carrier's services.

4.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 7 years, as specified in this price list.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.5 Application of Rate Elements**

The rate categories described in Section 4.4 of this price list will be applied as follows:

4.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.6 Regulations and Computations of Mileage**

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

- 4.6.1 Utilize the "V" and "H" coordinates for each Customer designated location.
- 4.6.2 Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- 4.6.3 Square each difference obtained in step 4.6.2 above.
- 4.6.4 Add the square of the "V" difference and the "H" difference obtained in step 3 above.
- 4.6.5 Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 4 - SERVICE DESCRIPTIONS (Cont'd)**4.7 Contract Rates - Special Pricing Arrangements - ICB**

4.7.1 In lieu of the rates otherwise set forth in this price list, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this price list shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Commission.

4.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

4.8 Taxes**4.8.1 Sales, Use, and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.9 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run longer than ninety (90) days in any twelve (12) month period, and be made part of this tariff.

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SECTION 5 - RATES & CHARGES

5.1 General Regulations

5.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.

5.1.2 Services may be provided using one, or a combination of rate elements as outlined in this price list.

5.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.

5.1.4 Services for which a rate of "NOC" is listed are not offered currently.

5.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

5.3 Nonrecurring Charge

Nonrecurring charges will be charged on a time and materials basis.

5.4 Special Construction

5.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

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SECTION 5 - RATES & CHARGES (Cont'd)**5.4 Special Construction (Cont'd)****5.4.2 Basis for Cost Computation**

The costs referred to in 5.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 5 - RATES & CHARGES (Cont'd)

5.5 Rates

5.5.1 Point-To-Point and Multipoint Services

A. DS1 - 1.544 Mbps

Monthly

- 1. Local Distribution Channel ICB
- 2. Multiplexing ICB

- 3. Interoffice Channel Monthly Rates
 Fixed Per Mile

Mileage Bands

0	None	None
Over 0 to 8	ICB	ICB
Over 9 to 25	ICB	ICB
Over 25	ICB	ICB
Over 50	ICB	ICB

B. DS3 - 44.736 Mbps

ICB Charges apply.

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SECTION 5 - RATES & CHARGES (Cont'd)

5.5 Rates (Cont'd)

5.5.2 Dark Fiber Services

Recurring Charges (Per Fiber Strand Per Mile)

Per Strand ICB

Non-recurring Charges (Per Point of Termination)

Per Strand ICB

5.5.3 Dim Fiber Services

Recurring Charges (Per Point of Termination)

Dim Fiber ICB

Recurring Charges - Per Mile

Dim Fiber ICB

Non-recurring Charges (Per Point of Termination)

Dim Fiber ICB

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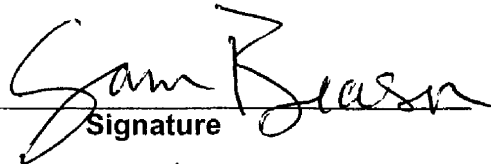
THIS PAGE MUST BE COMPLETED AND SIGNED

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

Sam Beason
Print Name


Signature

Director of Regulatory and Governmental Affairs
Title

8/3/01
Date

(713) 420-1932
Telephone Number

(713) 420-6400
Fax No.

Address: 1001 Louisiana Street, Houston, Texas 77002

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:

Sam Beason
Print Name


Signature

Director of Regulatory and Governmental Affairs
Title

8/3/01
Date

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Telephone Number

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