

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
FACSIMILE (212) 758-9526

February 15, 2000

VIA OVERNIGHT DELIVERY

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

Re: Applications of OnSite Access Local, LLC, for Authority to
Provide Alternative Local Exchange Service and
Interexchange Telecommunications Service in Florida

Dear Ms. Bayó:

On behalf of OnSite Access Local, LLC ("OnSite"), please find an original and six (6) copies of OnSite's above-referenced applications. Also enclosed are two checks in the amount of \$250.00 each (total of \$500.00) to cover the application filing fees for both applications.

Please date-stamp the extra copy and return it to the undersigned in the enclosed self-addressed, stamped envelope. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 424-7798.

Respectfully submitted,




Russell M. Blau
Tony S. Lee

Counsel for OnSite Access Local, LLC

Enclosures

cc: Brian M. Benz
Lisa Evans

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:
 DOCUMENT NUMBER-DATE
02049 FEB 16 8
FPSC-RECORDS/REPORTING

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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

DEPOSIT
DATE
D248
FEB 17 2000

Re: Applications of OnSite Access Local, LLC, for Authority to
Provide Alternative Local Exchange Service and
Interexchange Telecommunications Service in Florida

000194-TS
000195-TX

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Respectfully submitted,

[Signature]

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

CHECK DATE: 02/15/00

CHECK NO. D 119273

Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

CHECK AMOUNT: 250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
OVER \$10,000.00

PAY TO THE ORDER OF: FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

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PAY TO THE ORDER OF: FLORIDA PUBLIC SERVICE COMMISSION

OPERATING ACCOUNT

DOCUMENT NUMBER - DATE
02109 FEB 16 8
FPSC - RECORDS/REPORTING

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

119272
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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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February 15, 2000

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

DEPOSIT
D248

DATE
FEB 1 2000

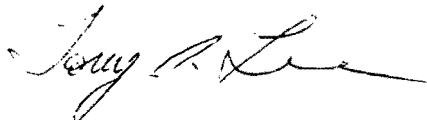
Re: Applications of OnSite Access Local, LLC, for Authority to
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Interexchange Telecommunications Service in Florida

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Respectfully submitted,



Russell M. Blau
Tony S. Lee

Counsel for OnSite Access Local, LLC

Enclosures

cc: Brian M. Benz
Lisa Evans

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

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

ORIGINAL

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

000195-TX

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 Appendix A).
- ◆ 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 Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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:

OnSite Access Local, LLC ("OAL" or "Applicant")

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

OnSite Access Local, LLC

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

1372 Broadway, Second Floor

New York, NY 10018

Telephone: (212) 324-1500 Facsimile: (212) 324-1550

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

OAL does not currently have a mailing address in Florida. However, in the event that an office is established, OAL will notify the Commission of the mailing address.

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other Foreign Limited Liability Company

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:**

M00000000199 - See Exhibit 1.

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:**

Not applicable.

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): **13-3969910**

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

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

None of OAL's officers, directors, or ten largest stockholders have previously been

adjudged bankrupt, mentally incompetent, or found guilty of any felony or any 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.

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

(a) The application:

Name: Tony S. Lee, Esq.

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

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: http://www.swidlaw.com

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

Name: Brian Benz

Title: Vice President, Finance

Address: 1372 Broadway, Second Floor

City/State/Zip: New York, NY 10018

Telephone No.: (212) 324-1500 Fax No.: (212) 324-1550

Internet E-Mail Address: bbenz@onsiteaccess.net

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

(c) Complaints/Inquiries from customers:

Name: Lou Martinez

Title: Vice President of Operations

Address: 1372 Broadway, Second Floor

City/State/Zip: New York, NY 10018

Telephone No.: (212) 324-2500 Fax No.: (212) 324-1550

Internet E-Mail Address: lmartinez@onsiteaccess.net

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

17. List the states in which the applicant:

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

OAL has operated as an alternative local exchange company in Connecticut, New York, and New Jersey

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

OAL has an application pending in Georgia.

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

OAL is certificated to operate as an alternative local exchange company in California, Connecticut, D.C., Illinois, Massachusetts, New Jersey, and New York.

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

OAL has not been denied authority to operate in any state.

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

No regulatory penalties have been imposed against the Applicant for violations of the telecommunications statutes in any state.

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

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

18. Submit the following:

A. Financial capability. **See Exhibit 2.**

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

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

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

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

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

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. **See Exhibit 2.**
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service. **See Exhibit 2.**
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. **See Exhibit 2.**
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. **See Exhibit 4.**
- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. **See Exhibit 4.**

APPENDICES

- APPENDIX A** Certificate Sale, Transfer, or Assignment Statement
- APPENDIX B** Intrastate Network
- APPENDIX C** Affidavit

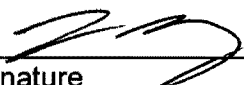
EXHIBITS

- EXHIBIT 1** Certificate of Authority to Transact Business
- EXHIBIT 2** Financial Qualifications
- EXHIBIT 3** Managerial and Technical Capability
- EXHIBIT 4** Illustrative Price List

**** 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



Signature

2/1/00
Date

Vice President of Finance

Title

(212) 324-1500
Telephone No.

Address: 1327 **Broadway, Second Floor**

New York, NY 10008

(212) 324-1550
Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

1, (Name) _____,

(Title) _____ of (Name of Company)

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

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

() sale *** Not applicable. OAL is applying for original authority.**

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

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) <u>To be determined.</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

- | | |
|----------------------------------|----------|
| 1) <u>Not applicable.</u> | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:



Signature

2/1/00
Date

Vice President of Finance

Title

(212) 324-1500
Telephone No.

Address: ⁷²**1327 Broadway, Second Floor**

(212) 324-1550
Fax No.

New York, NY 10008

EXHIBIT 1

Certificate of Authority to Transact Business

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by ONSITE ACCESS LOCAL LLC, a New York limited liability company, authorized to transact business within the state of Florida on January 31, 2000, as shown by the records of this office.

The document number of this limited liability company is M00000000199.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
First day of February, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

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. Onsite Access Local LLC (Name of foreign limited liability company)

2. New York (Jurisdiction under the law of which foreign limited liability company is organized) 3. 13-3969910 (FEI number, if applicable)

4. 2/7/97 (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. 1372 Broadway New York, N.Y. 10018 (Street address of principal office)

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

9. The usual business addresses of the managing members or managers are as follows: 1372 Broadway, New York, N.Y. 10018

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: phone service provider

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.) Scott Jarus Typed or printed name of signee

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

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

1. The name of the Limited Liability Company is:

Onsite Access Local LLC

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

CT Corporation System

(Name)

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..

Connie Bryan

(Signature)

Connie Bryan

Special Asst. Secy.

\$ 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

Financial Qualifications

OAL has access to the financing and capital necessary to conduct the telecommunications operations as specified in this Application. OAL will rely upon its existing personnel and technological and financial resources to provide intrastate services; accordingly no additional investment will be needed to offer the proposed services.

In support of its application, OAL submits its most recent financial statements, which indicate that as of October 31, 1999, OAL has current assets of approximately \$35.5 million, which exceeds current liabilities of approximately \$8.7 million, providing working capital of approximately \$15.7 million. With access to these substantial financial resources, OAL is financially well-qualified to provide the telecommunications services proposed in this Application. Attached hereto are Applicant's financial statements.

11/16/99

OnSite Access, Inc.

Balance Sheet

As of October 31, 1999

	<u>Oct 31, '99</u>
ASSETS	
Cash	15,748,172
Account Receivable	1,039,835
Other Current Assets	458,715
Property and Equipment	15,612,231
Other LT Assets	<u>2,635,619</u>
TOTAL ASSETS	<u><u>35,494,573</u></u>
LIABILITIES & EQUITY	
Accounts Payable	2,693,257
Accrued Expenses	3,028,275
Other Liabilities	<u>3,025,411</u>
Total Liabilities	8,746,944
Preferred Stock	46,467,004
Common Stock	1,651,658
Retained Earnings	<u>(21,371,032)</u>
Total Equity	26,747,630
TOTAL LIABILITIES & EQUITY	<u><u>35,494,573</u></u>

Consolidated Financial Statements

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

*Years ended December 31, 1998 and 1997
with Report of Independent Auditors*

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Consolidated Financial Statements

Years ended December 31, 1998 and 1997

Contents

Report of Independent Auditors.....	1
Consolidated Balance Sheets	2
Consolidated Statements of Operations.....	3
Consolidated Statements of Members' (Deficit) Equity.....	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6

Report of Independent Auditors

To the Board of Members of
OnSite Ventures LLC

We have audited the accompanying consolidated balance sheets of OnSite Ventures LLC (formerly Veritech Ventures LLC) (the "Company") as of December 31, 1998 and 1997, and the related consolidated statements of operations, members' (deficit) equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of OnSite Ventures LLC (formerly Veritech Ventures LLC) at December 31, 1998 and 1997, and the consolidated results of its operations and its cash flows for the years then ended in conformity with generally accepted accounting principles.

Ernst + Young LLP

February 11, 1999,
except for Note 9,
as to which the date is
July 1, 1999

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Consolidated Balance Sheets

	December 31	
	1998	1997
Assets		
Current assets:		
Cash	\$ 921,545	\$ 121,830
Accounts receivable, net of allowance for doubtful accounts of \$69,000 (1998)	374,066	8,779
Other current assets	21,898	49,019
Total current assets	1,317,509	179,628
Property and equipment, net	2,076,492	568,451
Deposits	342,199	154,729
Other, net	-	3,597
Total assets	\$ 3,736,200	\$ 906,405
Liabilities and members' (deficit) equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 1,429,141	\$ 307,622
Current portion of capital lease obligations	201,205	50,945
Total current liabilities	1,630,346	358,567
Deferred rent	40,332	40,175
Capital lease obligations	361,724	118,782
Loan payable to Reckson Service Industries, Inc., including interest of \$343,870 and \$2,778, respectively	6,843,870	327,778
Commitments		
Members' (deficit) equity:		
Members' capital	890,927	1,179,065
Accumulated deficit	(6,030,999)	(1,117,962)
	(5,140,072)	61,103
Total liabilities and members' (deficit) equity	\$ 3,736,200	\$ 906,405

See accompanying notes.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Consolidated Statements of Operations

	Year ended December 31	
	1998	1997
Revenue	\$ 944,090	\$ 347,808
Direct costs of revenue	674,564	127,214
Selling, general and administrative	4,479,771	1,189,831
Depreciation and amortization	309,135	23,345
	5,463,470	1,340,390
Loss from operations	(4,519,380)	(992,582)
Other income (expenses):		
Interest expense	(380,914)	(2,833)
Interest income	5,925	843
Preferred return	(18,668)	(61,970)
Net loss	\$ (4,913,037)	\$ (1,056,542)

See accompanying notes.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Consolidated Statements of Members' (Deficit) Equity

Years ended December 31, 1998 and 1997

	Managing Member	Non-managing Members	Accumulated Deficit	Total
Balance as of January 1, 1997	\$ 75,739	\$ -	\$ (61,420)	\$ 14,319
Capital contributed	774,760	266,596	-	1,041,356
Preferred return	60,945	1,025	-	61,970
Net loss for the year ended December 31, 1997	-	-	(1,056,542)	(1,056,542)
Balance as of December 31, 1997	911,444	267,621	(1,117,962)	61,103
Return of capital	(306,806)	-	-	(306,806)
Preferred return	18,376	292	-	18,668
Net loss for the year ended December 31, 1998	-	-	(4,913,037)	(4,913,037)
Balance as of December 31, 1998	\$ 623,014	\$267,913	\$(6,030,999)	\$(5,140,072)

See accompanying notes.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Consolidated Statements of Cash Flows

	Year ended December 31	
	1998	1997
Operating activities		
Net loss	\$ (4,913,037)	\$ (1,056,542)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	309,135	23,345
Allowance for doubtful accounts	68,831	-
Deferred rent	157	40,175
Preferred return	18,668	61,970
Interest on Reckson Service Industries loan	341,092	2,778
Changes in operating assets and liabilities:		
Accounts receivable	(434,118)	3,215
Other current assets	27,121	(49,019)
Deposits	(187,470)	(154,729)
Accounts payable and accrued expenses	952,964	238,062
Net cash used in operating activities	(3,816,657)	(890,745)
Cash used in investing activities		
Acquisition of property and equipment	(1,140,441)	(349,850)
Net cash used in investing activities	(1,140,441)	(349,850)
Cash from financing activities		
Payment of capital lease obligation	(111,381)	(3,931)
Loan from Reckson Service Industries, Inc.	6,175,000	325,000
Members' contributions	-	1,041,356
Return of capital	(306,806)	-
Net cash provided by financing activities	5,756,813	1,362,425
Increase in cash	799,715	121,830
Cash at beginning of year	121,830	-
Cash at end of year	\$ 921,545	\$ 121,830

Supplemental disclosure of cash flow information and noncash investing and financing activities

Equipment acquired under capital leases for the years ended December 31, 1998 and 1997 was \$504,583 and \$173,658, respectively. At December 31, 1998 and 1997, \$232,859 and \$64,304 of equipment purchases are included in accounts payable and accrued expenses, respectively.

See accompanying notes.

Onsite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements

December 31, 1998

1. Summary of Operations and Significant Accounting Policies

Veritech Ventures, LLC (“Veritech”) was formed on July 5, 1996 as a New York Limited Liability Company. OnSite Ventures, LLC (“OSV” or the “Company”) was formed on November 20, 1997 as a Delaware Limited Liability Company. Effective May 18, 1998, pursuant to a contribution agreement dated February 20, 1998, Veritech contributed substantially all of its assets and liabilities to OSV with Veritech and its members receiving an approximate 32% interest in OSV. Concurrently, Reckson Service Industries, Inc. (“RSI”) committed to loan OSV \$6.5 million in the form of convertible subordinated debt (the “RSI Loan Agreement”) for an approximate 59% interest in OSV, on an as-converted basis. In accordance with the Limited Liability Company Agreement of OnSite Ventures, LLC, OSV will expire on December 31, 2047 unless terminated earlier by its members.

The accompanying consolidated financial statements reflect the operations of Veritech prior to the formation of OSV and the operations of OSV thereafter.

The Company provides local and long distance telephone service, Internet access and other related services to small to medium-sized businesses in commercial office properties.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Equipment

Equipment is recorded at cost and is depreciated on the straight-line method over its estimated useful life.

Income Taxes

The Company is taxed as a partnership and, accordingly, no provision for federal, state or local income taxes has been made in the accompanying consolidated financial statements.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

1. Summary of Operations and Significant Accounting Policies (continued)

Organization Costs

Organization costs are being amortized on a straight-line basis over five years.

Cash and Cash Equivalents

The Company considers all highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents. At December 31, 1998, the Company's cash is maintained at one financial institution.

Concentration

For the years ended December 31, 1998 and 1997, approximately 14% and 89%, respectively, of revenue was derived from one customer.

Advertising Costs

The Company's policy is to expense advertising costs as incurred. For the years ended December 31, 1998 and 1997, the Company incurred approximately \$82,000 and \$19,000 of advertising costs, respectively.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

2. Members' Equity

The OSV operating agreement (the "Agreement") provides that the Company shall have two classes of membership interest, managing and non-managing, with both classes voting equally. The Agreement further provides governance for the maintenance of individual member capital accounts, the allocation of profit and loss to such capital accounts, the accretion of a preferred return to certain outstanding member capital balances, and the return of such capital from available cash flow.

3. Loan from Reckson Service Industries Inc.

As of December 31, 1998 and 1997, the Company had amounts outstanding under the RSI Loan Agreement of \$6,500,000 and \$325,000, respectively. Pursuant to the RSI Loan Agreement, amounts outstanding are convertible in full, together with accrued interest, to approximately 59% of the Company's membership interest. Such option can be exercised by RSI at any time prior to March 21, 2000. Amounts outstanding bear interest at 12% per annum, which is compounded annually. Interest is payable semi-annually to the extent of available cash flow. In addition, RSI receives its percentage interest of any membership distributions as if such option was exercised. If RSI has not exercised its conversion privileges prior to March 21, 2000, the interest rate is reset to 7% per annum and is payable semi-annually.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

4. Property and Equipment

Property and equipment consist of the following:

	December 31	
	1998	1997
Wiring and installation	\$ 825,904	\$138,486
Computer hardware, software and equipment	1,393,088	378,319
Leasehold improvements	92,892	69,330
Vehicles	40,592	-
Furniture and fixtures	52,348	5,110
	<u>2,404,824</u>	<u>591,245</u>
Less accumulated depreciation	328,332	22,794
	<u>\$ 2,076,492</u>	<u>\$568,451</u>

5. Capital Leases

During 1998 and 1997, the Company entered into long-term lease agreements for equipment. These leases bear interest ranging from 13.4% to 15% per annum and provide the Company with a bargain purchase option. For financial reporting purposes, the leases have been classified as capital leases; accordingly, assets of \$678,241 and \$173,658 have been recorded in property and equipment at December 31, 1998 and 1997, respectively.

The future minimum lease payments under the capital leases at December 31, 1998 are as follows:

1999	\$ 270,906
2000	276,968
2001	131,198
Total minimum lease payments	<u>679,072</u>
Amounts representing interest	<u>116,143</u>
Present value of net minimum lease payments (including current portion of \$201,205)	<u>\$ 562,929</u>

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

6. Commitments

Leases

The Company has operating lease commitments for office space and equipment which expire through July 31, 2010. These operating leases provide for basic annual rents plus escalation charges. Minimum commitments through the life of such leases are approximately as follows:

1999	\$ 667,000
2000	959,000
2001	963,000
2002	1,007,000
Thereafter	7,449,000
Total	<u>\$ 11,045,000</u>

In accordance with the provisions of Statement of Financial Accounting Standards No. 13, *Accounting for Leases*, the aggregate of the total minimum lease payments is amortized on the straight-line method over the term of the lease. The difference between the straight-line rent expense and the amounts paid in accordance with the terms of the lease has been included in "Deferred Rent". Rent expense was approximately \$168,000 and \$64,000 for the years ended December 31, 1998 and 1997.

Employment Agreements

As of December 31, 1998, the Company has entered into employment agreements with three of its senior executives and a consultant, who is also a founder, which obligates the Company to total annual payments as follows:

1999	\$640,000
2000	640,000
2001	312,000

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

7. Related Party Transactions

During the years ended December 31, 1998 and 1997, the Company rented temporary office space from its managing member whereby the Company paid approximately \$21,000 and \$5,000, respectively, to such managing member.

During the year ended December 31, 1997, the Company purchased \$56,000 of construction services from a related party of which \$26,000 was included in accounts payable at December 31, 1997.

The Company provides telecommunication services to tenants in commercial office buildings which are owned by an affiliate of RSI. Revenue from tenants in RSI affiliated buildings was approximately \$223,000 and corresponding commissions owed to the RSI affiliate were approximately \$7,000 for the year ended December 31, 1998.

8. Bridge Loan

On February 10, 1999, the Company entered into a Senior Secured Promissory Note and Loan and Security Agreement with certain members of the Company in an amount not to exceed \$4 million (the "Bridge Loan"). The Bridge Loan will convert into Series B and C Membership units upon the closing of the Financing Transaction. Unless agreed to by the parties, in no event shall the maturity of this Bridge Loan exceed eleven months and three weeks from the date of initial borrowing. On February 15, 1999, the Company borrowed \$2 million under the Bridge Loan which bears interest initially at 15% per annum which increases after April 1, 1999.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

9. Subsequent Events

Financing Transaction

Following receipt of required regulatory approvals, on June 30, 1999 the Company merged into OnSite Access, Inc., a Delaware corporation which survived such merger (the "Corporation"). On July 1, 1999, the Corporation completed closings for \$20.499 million of additional equity in connection with a \$60 million private equity financing (the "Financing Transaction") pursuant to which the Company issued 17,083,106 shares of Series B Preferred Stock, 8,565,344 shares of Series C Preferred Stock and 133,970 shares of Series D Preferred Stock. The investors in the Financing Transaction are committed to invest the remaining \$39.501 million and the Company is committed to issue 32,916,894 additional shares of Series B Preferred Stock, 16,504,290 additional shares of Series C Preferred Stock and 258,141 additional shares of Series D Preferred Stock at subsequent closings, subject only to satisfaction of the conditions of the Financing Transaction and the Corporation's call for funds. In connection with the Financing Transaction, the Bridge Loan was repaid. In addition, in connection with the merger, the principal and accrued interest outstanding under the RSI Loan Agreement was converted into 5,869,000 shares of Series A Preferred Stock issued to RSI by the Corporation.

10. Year 2000 Issue (Unaudited)

The Company is currently working to evaluate and resolve the potential impact of the Year 2000 on its processing of date-sensitive information and network systems. The Year 2000 problem is the result of computer programs being written using two digits (rather than four) to define the Year 2000, which could result in miscalculations or system failures resulting from recognition of a date using "00" as the year 1900 rather than the year 2000.

The Company has assigned responsibility internally to coordinate the identification, evaluation and implementation of changes to computer systems and applications necessary to achieve its goal of a Year 2000 date conversion which would minimize the effect on its customers and avoid disruption to business operations. The Company is also focusing on hardware and software tools, programming and outside forces that may affect its operations. The Company's analysis of the Year 2000 issue is ongoing and will be continuously updated throughout 1999.

OnSite Ventures LLC
(formerly Veritech Ventures LLC)

Notes to Consolidated Financial Statements (continued)

10. Year 2000 Issue (Unaudited) (continued)

The Company has initiated communications with all of its significant customers, suppliers, contractors and major systems developers to determine their plans to remedy any Year 2000 issues that arise in their business with the Company. To the extent problems are identified, the Company will implement corrective procedures where necessary, then test the applications for Year 2000 compliance. The Company expects to complete this project prior to January 1, 2000.

Based on preliminary data, the Company estimates that the Year 2000 effort will have a nominal cost impact, although the Company can make no assurances as to the ultimate cost of the Year 2000 effort or the total cost of information systems. Such costs will be expensed as incurred, except to the extent such costs are incurred for the purchase or lease of capital equipment. The Company expects to make some of the necessary modifications through its ongoing investment in system upgrades. The Company believes that its exposure to this issue, based on its internal systems, is somewhat limited by the fact that substantially all of the Company's systems have been purchased or replaced since 1996.

As of January 1, 1999, the Company had incurred nominal consulting costs in respect to its Year 2000 conversion effort. The Company has not deferred any other information systems projects due to the Year 2000 efforts. The Company expects that the source of funds for Year 2000 costs will be cash on hand and cash from operations. Accordingly, the Company plans to devote the necessary resources to resolve all significant Year 2000 issues.

If the Company's customers, suppliers, contractors, or major systems developers are unable to resolve Year 2000 processing issues in a timely manner, a material adverse effect on the Company's results of operations and financial conditions could result.

Consolidated Financial Statements

Veritech Ventures LLC

*Year ended December 31, 1997 and period
from July 5, 1996 (date of inception)
to December 31, 1996
with Report of Independent Auditors*

Veritech Ventures LLC

Consolidated Financial Statements

Year ended December 31, 1997 and period
from July 5, 1996 (date of inception) to December 31, 1996

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Report of Independent Auditors

To the Board of Members of
Veritech Ventures LLC

We have audited the accompanying consolidated balance sheets of Veritech Ventures LLC (the "Company") as of December 31, 1997 and 1996, and the related consolidated statements of operations, members' equity and cash flows for the year ended December 31, 1997 and for the period from July 5, 1996 (date of inception) to December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Veritech Ventures LLC at December 31, 1997 and 1996, and the consolidated results of its operations and its cash flows for the year ended December 31, 1997 and for the period from July 5, 1996 (date of inception) to December 31, 1996 in conformity with generally accepted accounting principles.

Ernst & Young LLP

February 5, 1998, except for
Note 9 as to which the date
is February 20, 1998

Veritech Ventures LLC
Consolidated Balance Sheets

	December 31	
	1997	1996
Assets		
Current assets:		
Cash	\$ 121,830	\$ -
Accounts receivable	8,779	11,994
Prepaid expenses and other current assets	49,019	-
Total current assets	179,628	11,994
Property and equipment, net	568,451	2,956
Deposits	154,729	-
Organization costs, net of accumulated amortization of \$1,542 (\$514 in 1996)	3,597	4,625
Total assets	\$ 906,405	\$ 19,575
Liabilities and members' equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 310,400	\$ 5,256
Current portion of capital lease obligation	50,945	-
Total current liabilities	361,345	5,256
Deferred rent	40,175	-
Capital lease obligation	118,782	-
RSI loan	325,000	-
Commitments		
Members' equity:		
Members' capital	1,179,065	75,739
Accumulated deficit	(1,117,962)	(61,420)
Total liabilities and members' equity	\$ 906,405	\$ 19,575

See accompanying notes.

Veritech Ventures LLC

Consolidated Statements of Operations

	Year ended December 31, 1997	Period from July 5, 1996 (date of inception) to December 31, 1996
Consulting revenue	\$ 335,126	\$ 20,109
Telecommunications and Internet Services	12,682	-
Total revenue	<u>347,808</u>	<u>20,109</u>
Costs of revenue	127,214	-
General and administrative	689,577	76,504
Sales and marketing	344,541	1,034
Operations and development	155,713	-
Depreciation and amortization	23,345	991
	<u>1,340,390</u>	<u>78,529</u>
Loss from operations	<u>(992,582)</u>	<u>(58,420)</u>
Other income (expenses):		
Interest expense	(2,833)	-
Interest income	843	-
Preferred return	(61,970)	(3,000)
Net loss	<u>\$ (1,056,542)</u>	<u>\$ (61,420)</u>

See accompanying notes.

Veritech Ventures LLC

Consolidated Statements of Members' Equity

Year ended December 31, 1997 and period
from July 5, 1996 (date of inception) to December 31, 1996

	Managing Member	Non-managing Members	Accumulated Deficit	Total
Capital contributed	\$ 72,739	\$ -	\$ -	\$ 72,739
Preferred return	3,000	-	-	3,000
Net loss for the period from July 5, 1996 (date of inception) to December 31, 1996	-	-	(61,420)	(61,420)
Balance as of December 31, 1996	75,739	-	(61,420)	14,319
Capital contributed	774,760	266,596	-	1,041,356
Preferred return	60,945	1,025	-	61,970
Net loss for the year ended December 31, 1997	-	-	(1,056,542)	(1,056,542)
Balance as of December 31, 1997	\$ 911,444	\$267,621	\$(1,117,962)	\$ 61,103

See accompanying notes.

Veritech Ventures LLC

Consolidated Statements of Cash Flows

	Year ended December 31, 1997	Period from July 5, 1996 (date of inception) to December 31, 1996
Operating activities		
Net loss	\$ (1,056,542)	\$ (61,420)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	23,345	991
Deferred rent	40,175	-
Preferred return	61,970	3,000
Changes in operating assets and liabilities:		
Accounts receivable	3,215	(11,994)
Prepaid expenses	(49,019)	-
Deposits	(154,729)	-
Accounts payable and accrued expenses	240,840	5,256
Net cash used in operating activities	(890,745)	(64,167)
Cash used in investing activities		
Organization costs	-	(5,139)
Acquisition of property and equipment	(349,850)	(3,433)
Net cash used in investing activities	(349,850)	(8,572)
Cash from financing activities		
Payment of capital lease obligation	(3,931)	-
RSI loan	325,000	-
Members' contributions	1,041,356	72,739
Net cash provided by financing activities	1,362,425	72,739
Increase in cash	121,830	-
Cash at beginning of period	-	-
Cash at end of period	\$ 121,830	\$ -

Supplemental disclosure of cash flow information and noncash investing and financing activities

Included in property and equipment at December 31, 1997 is \$173,658 of equipment acquired under a capital lease and \$64,304 of equipment included in accounts payable and accrued expenses.

See accompanying notes.

Veritech Ventures LLC

Notes to Consolidated Financial Statements

December 31, 1997

1. Summary of Operations and Significant Accounting Policies

Veritech Ventures, LLC (the "Company") was formed on July 5, 1996, as a New York Limited Liability Company, pursuant to an operating agreement (the "Members' Agreement") which will terminate on July 5, 2016 unless terminated earlier by certain events, as defined, in such Members' Agreement.

The Company has been organized for the purpose of developing and implementing concepts related to the integration of modern technology applications within commercial and residential real estate operations.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Equipment

Equipment is recorded at cost and is depreciated on the straight-line method over its estimated useful life.

Income Taxes

The Company is taxed as a limited liability company and, accordingly, no provision for federal, state or local income taxes has been made in the accompanying consolidated financial statements.

Organization Costs

Organization costs are being amortized on a straight-line basis over five years.

Cash and Cash Equivalents

The Company considers all highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents. At December 31, 1997, the Company's cash is maintained at one financial institution.

Veritech Ventures LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Operations and Significant Accounting Policies (continued)

Concentration

For the year ended December 31, 1997, approximately 89% of revenue was derived from one customer.

Advertising Costs

The Company's policy is to expense advertising costs as incurred. For the year ended December 31, 1997, the Company incurred approximately \$19,000 of advertising expenses which are included in sales and marketing expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

2. Members' Equity

The Members' Agreement provides that the Company shall have two classes of membership interest, managing and non-managing, with both classes voting equally. The Agreement further provides governance for the maintenance of individual member capital accounts, the allocation of profit and loss to such capital accounts, the accretion of a preferred return to certain outstanding member capital balances, and the return of such capital from available cash flow.

3. RSI Loan

In December 1997 and January 1998, the Company received loans from Reckson Service Industries, Inc. ("RSI") in the amounts of \$325,000 and \$300,000, respectively. The loans bear interest at 12% per annum and were contributed to the joint venture formed by the Company and RSI in February 1998 (see Note 9).

Veritech Ventures LLC

Notes to Consolidated Financial Statements (continued)

4. Property and Equipment

Property and equipment consist of the following:

	December 31	
	1997	1996
Wiring	\$138,486	\$ -
Computer hardware, software and equipment	378,319	3,433
Leasehold improvement	69,330	-
Furniture and fixtures	5,109	-
	591,244	3,433
Less accumulated depreciation	22,794	477
	\$568,450	\$ 2,956

5. Capital Lease

In December 1997, the Company executed a long-term lease agreement for equipment. The lease bears interest at 13.4% per annum and provides the Company with a bargain purchase option. For financial reporting purposes, the lease has been classified as a capital lease; accordingly, an asset of \$173,658 (included in property and equipment at December 31, 1997) has been recorded.

The future minimum lease payments under the capital lease at December 31, 1997 are as follows:

1998	\$ 70,632
1999	70,617
2000	64,732
Total minimum lease payments	<u>205,981</u>
Amounts representing interest	(36,254)
Present value of net minimum lease payments (including current portion of \$50,945)	<u>\$ 169,727</u>

Veritech Ventures LLC

Notes to Consolidated Financial Statements (continued)

6. Commitments

Leases

The Company has lease commitments for office rentals which expire through July 30, 2002. These operating leases provide for basic annual rents plus escalation charges. Minimum commitments through the life of such lease are approximately as follows:

1998	\$ 102,000
1999	105,000
2000	115,000
2001	119,000
2002	71,000
Total	<u>\$ 512,000</u>

In accordance with the provisions of Statement of Financial Accounting Standards No. 13, *Accounting for Leases*, the aggregate of the total minimum lease payments is amortized on the straight-line method over the term of the lease. The difference between the straight-line rent expense and the amounts paid in accordance with the terms of the lease has been included in "Deferred Rent". Rent expense was approximately \$63,800 and \$0 for the year ended December 31, 1997 and for the period from July 5, 1996 (date of inception) to December 31, 1996, respectively.

Employment Agreements

On January 6, 1997, the Company entered into a three-year employment agreement which obligates the Company to a minimum of \$100,000 per year in guaranteed payments.

7. Related Party Transactions

During the year ended December 31, 1997, the Company rented temporary office space from its managing member whereby the Company paid approximately \$5,250 to such managing member.

During the year ended December 31, 1997, the Company purchased \$56,000 of construction services from a related party of which \$26,000 is included in accounts payable at December 31, 1997.

Veritech Ventures LLC

Notes to Consolidated Financial Statements (continued)

8. Organization

On February 7, 1997, the Company formed two wholly-owned subsidiaries, OnSite Access, LLC and OnSite Access Local, LLC for purposes of implementing distinct elements of its business intentions (i.e., providing Internet access and local phone service, respectively).

9. Subsequent Event

On February 20, 1998, the Company entered into an agreement (the "RSI Agreement") with RSI and other third parties whereby the parties agreed to form a new company, OnSite Ventures, LLC ("OSV"). Pursuant to the RSI Agreement, the Company has agreed to contribute to OSV all of its assets and liabilities in consideration for approximately a 26% interest in OSV and RSI has agreed to contribute \$6.5 million in consideration for its approximate 59% interest in OSV.

EXHIBIT 3

Managerial and Technical Qualifications



Management Team

The OnSite Access management team consists of a premier group of technologists, engineers, and entrepreneurs

Howard Taylor

Chairman and Chief Executive President

Howard brings over 25 years of management experience in the communications and information services industries to OnSite Access. Prior to joining the company, Howard was the President and COO of WinStar Broadband Services, a provider of business-to-business integrated communications services. He has also served as President of the Custom Business Group for Southern New England Telephone (SNET), and Vice President of Marketing Multinational Accounts for MCI Communications. Howard's leadership and proven track record in building a national broadband service company will strengthen OnSite's rapid national expansion efforts and strengthen its position as the leader in providing voice, high-speed data and enhanced services to the small and medium-sized tenant business community.

Scott Jarus

President and Chief Operating Officer

Scott has over 15 years of management experience in the telecommunications industry, primarily with start-up or early stage. He began his telecommunications career with a company that built one of the world's first public packet-data switching networks. He spent nine years with telecommunications giant Metromedia Communications where he held executive positions in such areas as information systems, sales and loss prevention, and ultimately served as its Vice President of Operations. He was also a co-founder and Vice President of Multimedia Medical Systems, a provider of advanced multimedia applications to the healthcare industry. Just prior to joining OnSite he served as Senior Vice President of Operations at RCN Telecom where he was responsible for directing the operations of the company's telephone, cable TV, and Internet networks. He also oversaw the customer service, order administration, and provisioning functions of the company.

Ken Hall

Executive Vice President and Chief Financial Officer

Prior to joining OnSite, Ken served as Senior Vice President of Finance and Operations and CFO of Qwest Internet Solutions, formed by Qwest Communications acquisition of Icon CMT Corporation. He spearheaded Icon's efforts to successfully complete an Initial Public Offering and private placement raising over \$55 million. He also directed the company's corporate finance, and negotiated mergers, acquisitions and joint ventures with leading global Internet and telecommunications companies. Before he joined Icon, Ken was CFO of Global DirectMail Corp and Vice President of Finance and Administration and served as CFO of National Football League Properties, Inc

Richard Miller

Executive Vice President of Business Development

Prior to joining OnSite Access, Rick served as Vice President of the Equity Capital Group, a subsidiary of GE Capital in Stamford, CT. He joined GE Capital's group to help identify, invest and manage the group's growing private equity portfolio. Prior to his work with GE, Rick was a general partner at RFE Investment Partners, a Connecticut based venture capital firm, where he was involved in a number of the firm's health care service investments. Rick has also served as a director on six private companies and one not-for-profit entity including Signature Health Care Company. Prior to his six years at RFE, Mr. Miller, a CPA, was a manager with Arthur Young & Co. in both their Washington D.C. and Stamford, CT offices. He holds a Masters degree in Taxation from Pace University and a BA in Accounting from Le Moyne College.

Daren Hornig

Co- Founder and Executive Vice President

Daren oversees all sales and marketing functions for OnSite Access, including real estate acquisitions, sales to end users, advertising, marketing, and public relations. Additionally, he is responsible for OnSite Access' strategic planning, product development, and new market entry initiatives. Daren established OnSite Access to help commercial real estate owners equip their buildings with a state-of-the-art telecommunications and Internet infrastructure, and to provide tenants with technologically-advanced, seamless, and cost-effective voice, data, and Internet connectivity services on an ongoing basis. Daren has an extensive background in commercial real estate, tenant services, and communications technologies. He has held management positions with some of the largest commercial real estate firms in New York, including Newmark and Galbreath.

Brandon Knicely

Executive Vice President and Chief Technology

Brandon brings 15 years of advanced communications experience to OnSite Access. He was most recently founder and managing director of Networked Systems and Consulting Group (NSC) – a New York City-based engineering consulting company. NSC, founded in 1992, specialized in design, management and performance of networked system. Prior to NSC, Brandon worked 8 years for IBM as a specialist in communications technologies and products where he was responsible for building high availability, global networks in the enterprise and service provider markets. Prior to IBM, Brandon worked for Siecor teaching optical communication technology to the RBOCs and IXC's which included fiber optic technology, installation, and acceptance testing.

Brian Benz

Senior Vice President of Finance

Prior to joining OnSite Access, Brian was CFO for several successful start-up companies, including Physicians' Online-an Internet service provider to the medical community, Advanced Health Corporation-a provider of physician clinical information systems, and Yoyodyne Entertainment-an Internet direct marketing company. Prior to that he was an investment banker at Merrill Lynch Interfunding-a leverage buyout subsidiary of Merrill Lynch. He began his career at Deloitte & Touche and is a CPA. Brian also has an MBA from Columbia University.

Lou Martinez

Vice President

At OnSite Access, Lou is responsible for all network and field operations, customer service, and provisioning of data and voice resources. Prior to joining OnSite Access, Lou was the Director of Corporate Sales for the IDT Corporation-an international telecommunications company. He then became IDT's Director of Network Operations from 1995 through 1998 where he managed IDT's network and field operations, customer service, and provisioned all data resources. He also helped IDT build-out the company's DS3 national backbone infrastructure.

EXHIBIT 4

Illustrative Price List

TITLE SHEETFLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishings of service and facilities for alternative local exchange telecommunications services provided by OnSite Access Local, LLC., with its principal offices at 1372 Broadway, Second Floor, New York, NY 10018. This price list applies for services furnished within 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 the Company's principal place of business.

Issued: February 16, 2000

Effective:

Issued by: Brian M. Benz, Senior Vice President, Finance
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CHECK SHEET

<u>Sheet</u>	<u>Revisions</u>	<u>Sheet</u>	<u>Revisions</u>	<u>Sheet</u>	<u>Revisions</u>
1	Original	30	Original	51	Original
2	Original	31	Original	52	Original
3	Original	32	Original	53	Original
4	Original	33	Original	54	Original
5	Original	34	Original	55	Original
6	Original	35	Original	56	Original
7	Original	36	Original	57	Original
8	Original	37	Original	58	Original
9	Original	38	Original	59	Original
10	Original	39	Original	60	Original
11	Original	40	Original	61	Original
12	Original	41	Original	62	Original
13	Original	42	Original	63	Original
14	Original	43	Original	64	Original
15	Original	44	Original	65	Original
16	Original	45	Original	66	Original
17	Original	46	Original	67	Original
18	Original	47	Original	68	Original
19	Original	48	Original	69	Original
20	Original	49	Original	70	Original
21	Original	50	Original	71	Original
22	Original	51	Original	72	Original
23	Original	52	Original	73	Original
24	Original	53	Original	74	Original
25	Original	54	Original	75	Original
26	Original	55	Original	76	Original
27	Original	56	Original	77	Original
28	Original	57	Original	78	Original
29	Original	58	Original		
		59	Original		

Issued: February 16, 2000

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1. CONCURRING CARRIERS, CONNECTING CARRIERS AND OTHER PARTICIPATING CARRIERS
 - 1.1 CONCURRING CARRIERS
None
 - 1.2 CONNECTING CARRIERS
None
 - 1.3 OTHER PARTICIPATING CARRIERS

Issued: February 16, 2000

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2. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

2.1 The following symbols shall be used in this price list for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Subscriber's Bill
- M - Moved From another Price List Location
- N - New
- R - Change Resulting In A Reduction To A Subscriber's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

Issued: February 16, 2000

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2. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS PRICE LIST

2.2 Price list Format

2.2.1. **Check Sheets** – When a price list filing is made with the Florida PSC, an updated check sheet accompanies the price list filing.

2.2.2. **Sheet Numbering and Revisions Levels** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

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3. DEFINITIONS

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

Accessories: Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of a telephone company's facilities.

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

Applicant: An individual or concern making application to the Company for communications service under this price list.

Application: Refers to an application made by a prospective Subscriber to the Company under which services for communication between specified locations, for designated periods, and for the use of the Subscriber specifically named in the application are to be furnished in accordance with the provisions of this price list.

Authorized User: A person, firm or corporation which is authorized by the Subscriber to be connected to the service of the Subscriber. An authorized user must be specifically named in the application for service.

Bandwidth: A defined range of frequencies.

Baud: A unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark and space) within a code signal. The speed baud is the number of signal elements per second.

Bit: The smallest unit of information in the binary system of notation.

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3. DEFINITIONS (cont'd)

Bridging Arrangements: The physical equipment needed in a telephone company's central office to meet specified transmission and signaling criteria.

Building Channel: The inside wire used to connect two or more stations within the same building or to connect a station to station connection location.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line.

Call Forwarding Busy: Permits calls attempting to terminate to a busy station to be re-directed to a predetermined line.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line.

Channel: A path for electrical communication between two or more stations or telephone company's central offices. A channel may be furnished in such manner as the telephone company may elect, whether by wire, radio or combination thereof and whether or not by means of a single physical facility or route.

Issued: February 16, 2000

Effective:

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3. DEFINITIONS (cont'd)

Channel Terminal: Provides for equipment required to terminate an interexchange channel at each rate center central office.

Commission: Refers to the Florida Public Service Commission.

Communications Services: The Company's intrastate communications services offered under this price list.

Company: OnSite Access Local LLC ("OSA"), the issuer of this price list, which is a New York Limited Liability Company.

Company Network: The array of communications services which the Company has purchased from an Underlying Carrier and uses to provide services to Subscribers under this price list.

Connecting Arrangement: Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

Subscriber-Provided Terminal Equipment: Devices, apparatus and their associated wiring, provided by a Subscriber which do not constitute a communications system.

Data Access Arrangement: A protective connecting arrangement for use with the network control signaling unit, or, in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance.

Direct Electrical Connection: A physical connection of the electrical conductors in the communications path.

Direct Inward Dialing (DID): Routes incoming calls directly to stations.

Direct Outward Dialing (DOD): Allows individual station users to access and dial outside numbers directly.

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3. DEFINITIONS (cont'd)

Duplex Service: Service which provides for simultaneous transmission in both directions.

Exchange: A unit established for the administration of communication service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communication services within that area.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Frame: A variable length segment of data with a header, trailer and user data, which is switched through the network as an integral unit.

Half-Duplex Service: Service which permits communication alternatively in either direction, or for communication in one direction only, including bi-directional simultaneous transmission of tones required solely for control purposes or quick turn-around or synchronization.

Hertz: A unit of frequency equal to one cycle per second.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Individual Case Basis (ICB): A service arrangement in which the regulation, rates and changes are developed based on the specific circumstances of the case.

Interexchange Channel: Provides for facilities to connect central offices designated as rate centers in two different exchanges.

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3. DEFINITIONS (cont'd)

Interexchange Service: As used in connection with private line services, denotes service which connects stations in different exchanges.

Interface: The point on the premises of the Subscriber where provision is made to terminate the facilities provided by a telephone company. At the interface the transmission path may be 2 wire or 4 wire as specified for the various channels required.

Interoffice Channel: Provides for facilities to connect two different serving central offices for intraexchange service or to connect a service central office and a rate center central office for an interexchange service.

Interrupted Service: That portion of service provided to a Subscriber or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Intraexchange Service: As used in connection with private line service, is service connecting stations wholly within one exchange and not connected to an interexchange channel.

Labor Market Areas (LMA): Refers to the Commission's construct for establishing geographic area services for analyzing competition.

Last Number Redial: Enables a user to redial the last number called by use of an access code rather than dialing the entire number.

Local Channels: Facilities from the Subscriber premises to the serving central office. The facilities join station connection locations in different buildings on different premises.

Mbps: Megabits, denotes millions of bits per second.

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3. DEFINITIONS (cont'd)

Move: As used in connection with the application of Non-Recurring Charges for communications services, denotes a change in physical location (when made at the request of the Subscriber and without discontinuance of billing for service) of facilities. Charges are specified in section 6.

Multipoint Service: A service which provides a private line communication capability between more than two premises constituting a common dedicated communications system.

Network: The facilities of an Underlying Carrier.

Network Control Signaling: The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alternating, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications systems.

Network Control Signaling Unit: The terminal equipment furnished, installed and maintained by the telephone company for the provision of network control signaling.

Non-Recurring Charges: Non-Recurring Charges are applied by the Company for processing Subscriber requests to install, move, or change communications services.

One-way Service: Service that provides for transmission in one direction.

Premises: The space occupied by a Subscriber or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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3. DEFINITIONS (cont'd)

Premises Channel: Facilities used to connect station connection locations located in different buildings on the same premises. Premises channels are provided when channels terminate in Subscriber provided terminal equipment and cross a public right of way or interface with network facilities.

Private Line Channel Service: A channel which provides a path for communication capabilities between two or more station connection locations or telephone company's central offices when the service is not directly connected to the public switched network.

Private Line Channels: Electrical paths suitable for the purpose for which they are furnished and are derived in such manner as the telephone company may elect. It is contemplated that the Subscriber will provide all station apparatus used with channels exclusive of the equipment necessary to derive and suitably terminate the channels for connection of Subscriber equipment.

Private Line Service: The channels, service terminals, and channel arrangements furnished to a Subscriber as a unit between specified locations without intermediate switching arrangements.

Rate Center: For private line service, denotes a specified geographical location, generally a main central office of an exchange from which mileage measurements are made for the application of interexchange mileage rates.

Recurring Charges: The monthly charge to the Subscriber for services, facilities, and equipment that continues for the agreed upon duration of the service.

Service Terminal: As used in connection with Series 5000 channels, provides for facilities to connect a premises to the Rate Center, including a local channel and any required interoffice channel.

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3. DEFINITIONS (cont'd)

Station: A premises or point designated by the Subscriber at which a channel terminates and where information originates or terminates.

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

Two-way Service: Service that provides for transmission and/or reception to or from a station.

Underlying Carrier: A common carrier that has sold communications services to the Company which then uses these services to provide communications services to end users.

Wideband Channel: A channel which has the total equivalent of twelve or more Type 2001 (voice grade) channels.

Wire Center: The location of a local switching system and related equipment that provides telephone service for Subscribers in the immediate geographical area.

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4. APPLICATION OF PRICE LIST

4.1 This price list contains the rates, regulations, and conditions applicable to resold and facilities-based dedicated and switched competitive local exchange services furnished by the Company to Subscribers within the State of Florida.

4.2 Service Territory

4.2.1 Company will provide resold competitive local exchange services throughout the State of Florida.

4.2.2 Service is available where facilities permit.

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5. GENERAL REGULATIONS

5.1 Undertaking of the Company

5.1.1 Scope

The Company's obligation to furnish Communications Services is dependent upon its ability to secure local exchange services and facilities from underlying carriers at reasonable rates, terms and conditions.

5.1.2 Allocation or Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities that the Company owns, leases or may otherwise obtain from other carriers to furnish service, as required, at the sole discretion of the Company.

5.1.3 Liability of the Company

- A. Because the Subscriber has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this price list and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this price list.

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5. GENERAL REGULATIONS (cont'd)

5.1. Undertaking of the Company (cont'd)5.1.3 Liability of the Company

- B. The liability of the Company for damages arising out of the furnishing of Communications Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish these services, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruptions in service as set forth in section 5.6. The extension of such allowances for interruptions in service shall be the sole remedy of the Subscriber or any Authorized User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary, or punitive damages a Subscriber may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions in service caused as a result of routine maintenance, testing, or adjustment of facilities.

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5. GENERAL REGULATIONS (cont'd)

5.1 Undertaking of the Company (Cont'd)

5.1.3 Liability of the Company (cont'd)

- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Subscribers facilities or equipment used for or with Communications Services the Company offers.
- E. The Company shall not be liable for any loss or interruptions in service or for any damages or losses due to the fault or negligence of the Subscriber or of an Authorized User or due to the failure or malfunction of Subscriber-provided or Authorized User-provided equipment or facilities due to the failure of the Subscriber to fulfill any obligation under this price list.

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5. GENERAL REGULATIONS (cont'd)

5.1 Undertaking of the Company (cont'd)

5.1.3 Liability of the Company (cont'd)

- F. The Company shall not be liable for the claims of vendors supplying equipment to Subscribers of the Company which may be installed at the premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Subscriber indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including Authorized Users, and for any loss, damage, or destruction of any property, whether owned by the Subscriber, Authorized Users or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation so provided. The Company reserves the right to require each Subscriber to sign an agreement acknowledging acceptance of the provisions of this section 5.1.3.G as a condition precedent to such installations.

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5. GENERAL REGULATIONS (cont'd)

5.1 Undertaking of the Company (cont'd)

5.1.3 Liability of the Company (cont'd)

- H. The Company is not liable for any defacement of or damage to the Premises of a Subscriber or an Authorized User resulting from the furnishing of services or equipment on or at such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall be indemnified, defended, and held harmless by Authorized Users and the end user against any claim, loss, or damage arising from the Authorized User's use of services offered under this price list, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Authorized User's communications.
- J. 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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5. GENERAL REGULATIONS (cont'd)

5.1 Undertaking of the Company (cont'd)

5.1.4 Claims

The Subscriber and each and every Authorized User, jointly and severally, indemnifies and holds the Company harmless against claims for libel, slander, or the infringement of copyright arising from or in connection with the material or subject matter transmitted over the Network; against claims for the infringement of patents arising from combining with, or using in connection with, the Communications Services or the Company's facilities, apparatus and systems furnished by the Subscriber or Authorized User; and against any and all other claims arising out of any act or omission of the Subscriber or Authorized User or a vendor or customer of the Subscriber or Authorized User in connection with use of the Communications Services or the Company's facilities.

5.1.5 Notification of Service-Affecting Activities

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

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5. GENERAL REGULATIONS (cont'd)

5.1 Undertaking of the Company (cont'd)

5.1.6 Non-Routine Installation

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

5.2 Prohibited Uses

5.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Subscriber has not obtained all governmental approvals, authorizations, licenses, consents, and permits required to be obtained by the Subscriber with respect thereto.

5.2.2 The Company may require applicants for service who intend to use the Company's offerings for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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5. GENERAL REGULATIONS (cont'd)

5.2 Prohibited Uses (cont'd)

5.2.3 A Subscriber or Authorized User may not assign, or transfer in any manner, the service without the written consent of the Company.

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

5.3 Obligations Of The Subscriber

5.3.1 The Subscriber shall be responsible for:

- A. The payment of all applicable charges as set forth in this price list;
- B. Damage to or loss of the Company's network or equipment caused by the acts or omissions of the Subscriber or Authorized User, or the noncompliance by the Subscriber or Authorized User with these regulations; or by fire or theft or other casualty on the premises of the Subscriber or Authorized User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space, and power to operate equipment furnished by the Company and installed on the premises of the Subscriber or Authorized User and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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5. GENERAL REGULATIONS (cont'd)

5.3 Obligations Of The Subscriber (cont'd)

5.3.1 The Subscriber shall be responsible for: (cont'd)

- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of equipment used to provide Communications Services to the Subscriber or Authorized User from the building entrance or the property line of the land on which the structure resides, wherein any termination point or origination point used by the Subscriber or Authorized User is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in 5.3.1.C preceding. Any and all costs associated with obtaining and maintaining the rights-of-way described herein shall be borne entirely by, or may be charged by the Company to the Subscriber. The Company may require the Subscriber to demonstrate its compliance with this section 5.3.1.D prior to accepting an order for service;
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's contractors, employees or agents are working.

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5. GENERAL REGULATIONS (cont'd)

5.3 Obligations of the Subscriber (cont'd)

5.3.1 The Subscriber shall be responsible for: (cont'd)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of equipment furnished under this price list on any Premises or the rights-of-way for which the Subscriber or Authorized User is responsible under section 5.3.1.D and obtaining permission for Company contractors agents or employees to enter the Premises of the Subscriber or Authorized User at any reasonable purpose of installing, inspecting, repairing, or upon termination of service as stated herein, removing the equipment furnished hereunder;
- G. Except as provided in section 5.6.1, making equipment furnished hereunder available periodically for Company-initiated maintenance purposes at a time agreeable to both the Company and the Subscriber or Authorized User. No allowance will be made for the period during which service is interrupted for such purposes; and
- H. Keeping the equipment furnished hereunder located on the Subscriber's Premises or rights-of-way obtained by the Subscriber or Authorized User free and clear of any liens or encumbrances relating to the Subscriber's or Authorized User's use of the Company's services or from the location of such equipment.

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5. GENERAL REGULATIONS (cont'd)

5.4 Subscriber Equipment And Channels

5.4.1 In General

A Subscriber may transmit or receive information or signals using the services provided by the Company.

5.4.2 Station Equipment

- A. Subscriber-provided terminal equipment on the Premises of the Subscriber or 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 Subscriber or Authorized User.
- B. The Subscriber or Authorized User is responsible for ensuring that Subscriber-provided or Authorized User-provided equipment connected to Company equipment is compatible with such equipment. The magnitude and character of the voltages and currents impressed on equipment furnished hereunder and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as to not cause damage to the equipment furnished hereunder 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 Subscriber or Authorized User or by the Company at the Subscriber's or Authorized User's expense.

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5. GENERAL REGULATIONS (cont'd)

5.4 Subscriber Equipment And Channels (cont'd)

5.4.3 Interconnection of Facilities

- C. Any special interface equipment necessary to achieve compatibility between the equipment furnished hereunder and the channels, facilities, or equipment of others shall be provided at the Subscriber's expense.
- D. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

5.4.4 Inspections

- A. Upon suitable notification to the Subscriber, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Subscriber or Authorized User is complying with the requirements set forth in sections 5.4.2 and 5.4.4.

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Effective:

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5. GENERAL REGULATIONS (cont'd)

5.4 Subscriber Equipment And Channels (cont'd)5.4.4 Inspections (cont'd)

- B. If the protective requirements for Subscriber-provided equipment or Authorized User-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its equipment, agents, contractors or personnel. The Company will notify the Subscriber or Authorized User promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Subscriber or Authorized User must take this corrective action and notify the Company of the action taken. If the Subscriber or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its equipment, and personnel from harm.

5.5 Payment Arrangements5.5.1 Payment for Service

The Subscriber is responsible for the payment of all charges for facilities and services provided under this tariff.

A. Business Rates

Rates for Business Subscribers are listed in Section 6.

1. Business rates apply to services furnished in the following locations:

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.1 Payment for Service (cont'd)

A. Business Rates (cont'd)

1. (cont'd)

Office buildings, stores, factories, and all other places of a business nature, churches, hotels, colleges, hospitals, and other major institutions.

B. Taxes

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

5.5.2 Billing and Collection of Charges

The Subscriber is responsible for the payment of all charges for facilities and services provided under this tariff.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.2 Billing and Collection of Charges (cont'd)

- A. Non-recurring installation charges are due and payable within 30 days of presentment of an invoice to the Subscriber.
- B. Recurring charges are due and payable within 30 days of presentment of an invoice to the Subscriber for the service or facility furnished. A service may be discontinued for nonpayment of a bill.
- C. Billing starts on the day after the Subscriber has been notified that the service becomes available for use. Billing accrues through and includes the day that the service is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this price list. Taxes will be separately stated on the Subscriber's bill.
- D. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill then a late payment penalty shall be due the Company. The late penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxed multiplied by 1.5%. The late factor shall be the lesser of:

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.2 Billing and Collection of Charges (cont'd)

D. (cont'd)

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Subscriber actually makes the payment to the Company; or,
2. an interest rate of six percent (6%) annually.

In addition, the following regulations are applicable to late payment penalties:

- (a) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
- (b) The late payment charge does not apply to final accounts.
- (c) The late payment charge does not apply to disputed amounts that are associated with unpaid balances. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.2 Billing and Collection of Charges (cont'd)

- E. The Subscriber will be assessed a \$20.00 charge for each check submitted by the Subscriber to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

- F. Subscribers have up to 1 month after the bill is rendered to initiate a dispute over a charge or to receive credits. A bill will not be deemed correct and binding upon the Subscriber by virtue of the preceding sentence if the Company or the Subscriber has records on the basis of which the objection may be considered. If objection results in a refund to the Subscriber, such refund will be with interest at the unadjusted interest rate paid on Subscriber deposits or the late payment penalty rate, whichever is greater.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)5.5.2 Billing and Collection of Charges (cont'd)

- G. If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable restoration charges.

5.5.3 Advance Payments

To safeguard its interests, the Company may require a Subscriber to make an advance payment before services are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. 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 Subscriber. The advance payment will be credited to the Subscriber's initial bill. An advance payment may be required of Subscribers in addition to a deposit. The Company reserves the right to waive Advance Payments and/or Deposits, at its sole discretion, upon a showing of adequate financial responsibility to the satisfaction of the Company.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.4 Deposits

- A. The Company may require a deposit from Subscribers to protect against uncollectible accounts. The maximum amount of any deposit will not exceed the equivalent of the Subscribers' estimated liability for two months usage.
- B. Payment of a deposit by the Subscriber does not relieve the Subscriber of the responsibility to make timely payments on the account with the Company.
- C. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.4 Deposits (cont'd)

- D. At the option of the Subscriber making a security deposit, the Company will annually make either direct payment to the Subscriber of all accrued interest, or will credit same to the Subscriber's account. Subscriber deposits may be refunded by the Company at anytime. Residential Subscriber's deposits will not be held longer than one year and all other deposits will not be held longer than two years provided the Subscriber has established satisfactory credit during that period.
- E. When the Company requires a deposit from any residential Subscriber, said Subscriber will be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period time to avoid undue hardship.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.5 Discontinuance of Service

- A. Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in section 5.5.2, may, by giving ten days prior written notice to the Subscriber, discontinue or suspend service under this price list without incurring any liability. Service to Subscribers may be discontinued or suspended for nonpayment of any amounts owing to the Company on twenty days prior written notice. Access to 911 will be maintained during temporary disconnection for non-payment of a residential subscriber's local service.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)5.5.5 Discontinuance of Service (cont'd)

- B. Upon violation of any of the other terms or conditions for furnishing service under this price list, or upon any prohibited or improper use of the Communications Services provided by the Company or upon objection to continuance of service made by or on behalf of any governmental authority, the Company may, by giving 30 days prior notice to the Subscriber, or such shorter notice as is required by law, discontinue or suspend service under this price list without incurring any liability.
- C. In the event a casualty renders all or any material portion of the Company's network inoperable beyond feasible repair, the Company may discontinue or suspend service under this price list without incurring any liability.
- D. Upon the Company's discontinuance of service to the Subscriber under section 5.5.7.A or 5.5.7.B, 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 Subscriber during the remainder of the minimum term for which such services would have otherwise been provided to the Subscriber to be immediately due and payable (discounted to present value at six percent).

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.5 Discontinuance of Service (cont'd)

E. Telephone service shall not be discontinued for:

1. Nonpayment of bills rendered other than for telephone service or deposits requested in connection with telephone service;
2. Nonpayment for services for which a bill has not been rendered;
3. Nonpayment for services which have not been rendered, except the initial advance payment of new Subscribers;
4. Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit on: weekends, or New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas, or other Federal or State holidays proclaimed by the President or the Governor, or days on which the Company is not open for business.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.5 Discontinuance of Service (cont'd)

- F. If a Subscriber who has received a notice of discontinuance pays his bill with a check that is subsequently dishonored, his account remains unpaid and the Company is not required to issue any additional notice before discontinuing service.

5.5.6 Fractional Charges

A. Monthly Service

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.7 Cancellation of Application for Service

- A. Applications for business service are noncancellable unless the Company otherwise agrees. Where the Company permits a Subscriber to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Subscriber, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Subscriber had service begun (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special arrangements and before the Company receives a cancellation notice, a charge equal to costs incurred, less net salvage, applies.

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5. GENERAL REGULATIONS (cont'd)

5.5 Payment Arrangements (cont'd)

5.5.7 Cancellation of Application for Service (cont'd)

D. The special charges described in sections 5.5.9 will be calculated and applied on a case-by-case basis.

5.5.8 Changes In Service Requested

If the Subscriber makes or requests material changes such as service parameters or premises locations, or otherwise materially modifies any provision of the application for service, the Subscriber's installation fee shall be adjusted accordingly.

5.5.9 Special Charges

[Reserved]

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Price list by the Subscriber, or the operation or malfunction of the facilities, power, or equipment provided by the Subscriber, will be credited to the Subscriber as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price list.

5.6.1 Credit for Interruptions

- A. An interruption period begins when the Subscriber reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Subscriber reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. 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.
- C. A credit allowance will be given, upon request of the Subscriber to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)

5.6.1 Credit for Interruptions (cont'd)

C. (cont'd)

1. if interruption continues for less than 24 hours:
 - (a) $1/28^{\text{th}}$ of the monthly rate if it is the first interruption in the same billing period
 - (b) $2/28^{\text{ths}}$ of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

2. if interruption continues for more than 24 hours:
 - (a) if caused by storm, fire, flood or other condition out of Company's control, $1/28^{\text{th}}$ of the monthly rate for each 24 hours of interruption.
 - (b) for other interruption, $1/28^{\text{th}}$ of the monthly rate for the first 24 hours and $2/28^{\text{ths}}$ of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the $2/28^{\text{ths}}$ allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

D. Credit to Subscriber

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)

5.6.1 Credit for Interruptions (cont'd)

E. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price list, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Price list. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price list, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

5.6.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or non-compliance with the provisions of this Price list, by any party other than the Company, including but not limited to the Subscriber, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities; or
- B. Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Subscriber provided electric power;

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5. REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)

5.6.2 Limitations on Credit Allowances (cont'd)

- C. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. Interruptions of service during any period when the Subscriber has released service to the Company for maintenance purposes or for implementation of a Subscriber order for a change in service arrangements;
- E. Interruptions of service due to circumstances or causes beyond the control of the Company.

5.6.3 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances previously stated in section 5, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.

- A. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator will be given as follows:

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)

5.6.3 Directory Errors (cont'd)

A. (cont'd)

1. For free or no-charge published directory listings, credit will be given at the rate of two times the monthly price list rate for an additional or charge listing for each individual, auxiliary or party line affected, for the life of the directory or the charge period during which the error, mistake, or omission occurs.
2. For additional or charge published directory listings, credit shall be given at the monthly price list rate for each such listing for the life of the directory or the charge period during which the error, mistake, or omission occurs.
3. For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Subscriber, the Company will be allowed a period of three Business days to make a correction. If the correction is not made in that time, credit will be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)

5.6.3 Directory Errors (cont'd)

A. (cont'd)

4. The total amount of the credit provided for in the preceding Paragraphs (a), (b), and (c) shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in Paragraph (c), for the line or lines in question.
5. Such allowance or credits as specified in Paragraphs (a), (b), and (c) preceding, will be given upon notice to the Company by the Subscriber that such error, mistake, or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company will credit without the requirement of notification by the Subscriber.

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5. GENERAL REGULATIONS (cont'd)

5.6 Allowances For Interruptions In Service (cont'd)5.6.4 Cancellation For Service Interruption

Cancellation or termination for service interruption to Subscribers 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 revision applies only to the single circuit which has been subject to the usage or cumulative service credits.

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5. GENERAL REGULATIONS (cont'd)

5.7 Communications Services Pricing

The following regulations are applicable to Business service:

5.7.1 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive non-recurring charges or reduce recurring charges, to introduce present or potential Subscribers to a service not previously received by the Subscribers.

5.7.2 Time Sensitive Usage Rates

Where charges for a service are based on the duration of time a call is connected, the following rules apply:

- A. Unless otherwise specified, all calls are timed in one minute increments. If the duration of a call includes any fraction of a minute the call will be timed to the next full minute unless otherwise specified in this price list.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's Network receives an on-hook signal from the terminating carrier.

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5. GENERAL REGULATIONS (cont'd)

5.7 Communications Services Pricing (cont'd)

5.7.3 Distance Sensitive Usage Rates

Where charges for a service are based on the distance between the calling and called stations, the following rules apply:

- A. Distance is measured as the airline distance between the Rate Centers of the calling and called stations. The Rate Center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of the seven-digit telephone numbers of the stations). Where there is no telephone number associated with a station connected to the Company's switched network, the Rate Center for the Subscriber's main telephone number will apply.
- B. The airline distance between any two Rate Centers is determined as follows:
1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above referenced NECA tariff.
 2. Compute the difference between the "V" coordinates of each Rate Center and the "H" coordinates of each rate center.
 3. Square each difference obtained in (b) above.

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5. GENERAL REGULATIONS (cont'd)

5.7 Communications Services Pricing (cont'd)5.7.3 Distance Sensitive Usage Rates (cont'd)

B. (cont'd)

- d) Add the squares together and divide by 10.
- e) Take the square root of the number obtained in (d) above and round the result to the next higher whole number. This is the airline mileage between the two Rate Centers for pricing purposes.

5.8 Complaints

To file a complaint or contact the Company for any reason, Subscribers may call 800 362-4672 between 9 a.m. and 5 p.m. or write to: Customer Service, OnSite Access LLC, 1372 Broadway, Second Floor, New York, New York 10018.

If Subscriber has any other complaints, the Subscriber has the right to appeal to the Public Service Commission at the following address:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870
1- 850-413-6770

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6. EXCHANGE ACCESS SERVICE

Exchange Access Service provides a Subscriber with access to the public switched telecommunications network. Each Exchange Access Service enables users to:

- receive calls from other stations on the public switched telecommunications network;
- access other services offered by the Company as set forth in this price list;
- access certain interstate and international calling services provided by the Company;
- access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Subscriber's premises.

The following Exchange Access Services are offered:

Message Business Services
Basic Business Line Service
Basic Business Trunks
Enhanced Business Line Service
Enhanced Business Trunks
Central Office Solutions
Digital Trunk Service
ISDN Primary Rate Interface
Multi-Exchange Service

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service

6.1.1 Basic Line Service

Basic Line Service provides a Subscriber with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Subscriber-provided single station sets, facsimile machines or Key systems to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines.

Non-recurring and Recurring charges per Basic Line apply as follows:

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$56.00	\$29.59

6.1.2 Enhanced Business Lines

Enhanced Business Lines provide the same voice-grade telephonic communications channel as Basic Business Lines and includes enhanced calling features, Call Forwarding, Call Waiting, and Call Return on each line.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$56.00	\$46.84

6.1.3 Basic Trunk Service

Basic Trunk Service provides a Subscriber with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Trunks are provided for connection of Subscriber-provided CPE to the public switched telecommunications network.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$94.00	\$30.14

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Basic Service (Cont'd)

6.1.4 Enhanced Business Trunk Service

Enhanced Business Trunk Service provide the same voice-grade telephonic communications channel as Business Trunk Service and includes touchtone and three enhanced calling features, Call Forwarding, Call Waiting, and Call Return on each line

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$94.00	\$49.39

6.1.5 Central Office Solutions Service

Central Office Solutions provides Subscribers with the capability to originate and receive calls from all other stations designated by the Subscriber as participant stations in the Subscriber's dedicated exchange network. Stations on the Subscriber's network may receive calls from other stations or all stations on the public switched network.

Rates and charges for Central Office Solutions Service are based on a service period of 12 months. If the entire Central Office Solutions Service is removed, or changed to another type of telephone service, prior to the end of the established payment period, a termination charge to the Subscriber applies. The termination charge is one-half the monthly rate for the stations based on the maximum number of primary stations in service at any time during the period that Central Office solutions Service has been retained, multiplied by the number of months remaining.

<u>Non-Recurring</u>	<u>Recurring Monthly</u>
\$250.00	\$27.65

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Basic Service (Cont'd)

6.1.6 Digital Trunk Service (DS-1)

Digital Trunk Service provides a Subscriber with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Subscriber-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Subscriber. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks.

Individual channels tamed over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. The terminal interface for each Digital Trunk Service is a DSX-1 panel. Additional charges for DID number blocks are set forth in Section 8.1.3.

	<u>Non-Recurring</u>	<u>Recurring Monthly</u>
DID T-1	\$440.00	\$1,716.02
DOD T-1	\$440.00	\$1,716.02
DIOD T-1	\$1,100.00	\$593.50

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service (Cont'd)

6.1.7 ISDN Primary Interface (PRI) Service

OSA ISDN PRI is a competitive digital business telecommunications service offered to all Subscribers located Florida. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. OSA end users will connect their Subscriber Provided Equipment (CPE) to OSA's central office via T1 connections.

All CPE used with OSA's ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by OSA: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 0 1; Technical Reference: TR-TSY-OO0754.

Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the OSA ISDN PRI trunk to share "B" channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channels.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between OSA and Pac Bell. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups.

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Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service (Cont'd)

6.1.7 ISDN Primary Interface (PRI) Service (Cont'd)

A. Call by Call for Trunk Groups (Cont'd)

Trunk groups are equipped with Direct Inward Dial (DID) functionality.

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service (Cont'd)

6.1.7 ISDN Primary Interface (PRI) Service U (Cont'd)

B. Caller ID Capability

AH calling numbers presented to the services working on the ISDN PRI connection can be delivered to the Subscriber's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C. Clear Channel Capability

ISDN PRI uses a standard 23b + D channel format providing "B" channels solely used for Subscriber applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass Subscriber information to distant end terminations where technically feasible via OSA ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D. Digital Voice Transmission

All voice calls are converted from analog into a digital format to be transported across the network

E. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service (Cont'd)

6.1.7 ISDN Primary Interface (PRI) Service U (Cont'd)

F. Equal Access Calling

Allows the Subscriber to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Florida with the F.C.C. in OnSite Access tariff F.C.C. No. 1.

6.1.8 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

B. System Intercommunication Service

Allows OSA ISDN PRI "B" channels to connect to another OSA ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

C. Call by Call for FX and Tie Line

Allows Foreign Exchange (FX) and Tie Lines calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.1 Business Service (Cont'd)

6.1.8 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd)

D. Network Ring Again

Enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or different central office.

E. Network Name Display

Allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped Subscriber-provided set. The terminating system may be in the same or a different central office.

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.2 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in Section 7.1.1 of this price list.

6.2.1 Line Charges

The rates shown below for OSA PRI are exclusive of local and toll usage charges, OSA T1, and associated Subscriber premises equipment.

	<u>Non-Recurring</u>	<u>Recurring Monthly</u>
ISDN PRI	\$1,100.00	\$593.50

6.3 Optional Line Features

The following is a list of Optional Features available with Business Basic Line Service.

6.3.1 Call Forwarding: The Call Forwarding service lets the user transfer incoming calls to another telephone number.

	<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
Per line	\$19.00	\$5.00
Per trunk	\$19.00	\$7.00

6.3.2 Call Waiting: Permits a line in use to be alerted by a tone when another call is attempting to complete to the line. The service also provides an automatic hold feature that is activated by a switchhook flash.

	<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
	\$19.00	\$6.25

Issued: February 16, 2000

Effective:

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6. EXCHANGE ACCESS SERVICE (Cont'd)

6.3 Optional Line Features (Cont'd)

6.3.3 Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$19.00	\$5.00

6.3.4 Caller ID: Displays the telephone number of an incoming call on a specially designed telephone or a device that the Subscriber attaches to their existing telephone.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$19.00	\$10.00

6.3.5 Call Return: Allows a Subscriber to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Subscriber is alerted with a distinctive ringing pattern when the busy number is free.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$19.00	\$6.00

6.3.6 Three Way Calling: Allows the user to add a third party to an existing conversation.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$19.00	\$5.00

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7. EXCHANGE ACCESS OPTIONAL FEATURE

7.1 Business Services

7.1.1 Touch Tone

Allows the user of a push button phone (Touch Tone) to have speed dial capability and access to computerized services when available. Push button phones by themselves do not provide Touch-Tone service. Touch-Tone service is not required for rotary dial or pulse-only telephones.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$0	\$0

7.1.2 Directory Listings

For each Subscriber of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Subscriber's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Subscriber's option, the Company will arrange for additional listings.

<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
\$19.00	\$1.20

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7. EXCHANGE ACCESS OPTIONAL FEATURES (Cont'd)

7.1 Business Services (Cont'd)

7.1.3 Direct Inward Dial (DID) Service

For Subscribers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. DID service transmits the dialed digits for all incoming calls allowing the Subscriber's PBX to route incoming calls directly to individual stations corresponding to each individual DID number.

Subscriber is required to purchase at least one DID number block for each DID-equipped channel or channel group. (A "group" is defined a set of channels on a Digital Trunk, which have been configured into a hunt group. The Company reserves the right to limit the amount of DID numbers that will constitute a block of telephone numbers. The amount of DID numbers included in a telephone number group will be determined at the sole discretion of the Company, and will reflect the efficient management of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine based on its own discretion that there is inefficient number utilization, the Company may reassign the DID numbers.

The Subscriber has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

Issued: February 16, 2000

Effective:

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7. EXCHANGE ACCESS OPTIONAL FEATURES (Cont'd)

7.1 Business Services (Cont'd)

7.1.3 Direct Inward Dial (DID) Service (Cont'd)

Direct Inward Dial (DID) Telephone Numbers

	<u>Non-Recurring</u>	<u>Recurring Monthly Charge</u>
Block of 20	\$915.00	\$ 4.00
Block of 100	\$ 15.00	\$ 4.00

Issued: February 16, 2000

Effective:

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8. LOCAL AND INTRALATA CALLING SERVICE

8.1 Business Services

Basic Measured Rate Service is available in Florida for commercial Subscribers. Business Services provide a monthly allowance of 75 outgoing local messages (calls). Beyond the allowance, each local call is rated at \$0.12. Calls made to points outside of the local calling area, but within the South East Florida LATA (460) are rated toll.

The local calling areas of the Greater Miami and Fort Lauderdale areas are as follows:

Originating Rate Center	Local Calling Areas
Homestead	Miami, Perrine
Miami	Homestead, North Dade, Perrine
North Dade	Hollywood, Miami, Perrine
Perrin	Homestead, Miami, North Dade
Coral Springs	Boca Raton, Deerfield Beach, Fort Lauderdale, Pompano Beach
Deerfield Beach	Boca Raton, Coral Springs, Delray Beach, Fort Lauderdale, Pompano Beach
Fort Lauderdale	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach
Hollywood	Fort Lauderdale, North Dade
Pompano Beach	Boca Raton, Coral Springs, Deerfield Beach, Fort Lauderdale

Issued: February 16, 2000

Effective:

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9. MESSAGE TOLL SERVICE

9.1 Message Toll Service

Message Toll Service enables a user of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Subscriber's Local Calling Area, but within the State of Florida. MTS calls will be billed in full minute increments.

9.2 Regional Calling Service

Regional Calling Service provides a Subscriber with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's regional calling area.

The Regional Calling Plan is available in the entire State of Florida. Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Issued: February 16, 2000

Effective:

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9. MESSAGE TOLL SERVICE

9.3 Rates

Rates set forth in this section apply to all direct-dialed regional calls. For operator-assisted regional calls, the operator charges listed in Section 13.1 apply in addition to the charges listed below.

Regional Toll Rate Mileage	Day		Evening		Night & Weekend	
	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min	Initial Min	Each Add'l Min
0-292	\$0.1245	\$0.0249	\$0.1245	\$0.0249	\$0.1245	\$0.0249

Issued: February 16, 2000

Effective:

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10. MISCELLANEOUS SERVICES**10.1 Operator Services**

Operator Handled Calling Services are provided to Business Subscribers and Users of Company-provided Exchange Access Services, and to Subscribers and Users of exchange access lines which the Subscriber has pre-subscribed to the Company's Pre-Subscribed interexchange outbound calling services.

10.1.1 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Subscriber's commercial credit card and/or LEC calling card, calling station, or a designated third-party station.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the Subscriber in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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Effective:

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10. MISCELLANEOUS SERVICES (cont'd)

10.2 Busy Line Verify and Line Interrupt Service

Upon request of a calling party the Company will follow the procedures below to verify a busy condition on a called line:

10.2.1 The operator will determine if the line is clear or in use and report to the calling party.

10.2.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

10.2.3 Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Subscriber requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

B. No charge will apply:

1. When the calling party advises that the call is to or from an official public emergency agency.

C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

Issued: February 16, 2000

Effective:

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10. MISCELLANEOUS SERVICES (Cont'd)

10.2 Busy Line Verify and Line Interrupt Service (Cont'd)

10.2.3 Regulations (Cont'd)

D. The Subscriber shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.2.4 Rates

	<u>Per Call</u>
Busy Line Verification	\$0.35
Busy Line Interrupt	\$0.45

10.3 Directory Assistance

Subscribers and Users of the Company's business calling services (excluding Toll Free services), may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

	<u>Per Call</u>
\$0.20	Local Directory (beyond 3 monthly call allowance)
\$0.85	Interlata/Intrastate
\$0.85	IntraLATA Toll
\$0.30	Call Completion

Directory Assistance charges will not apply to exchange lines of the State of Florida and its political subdivisions.

Issued: February 16, 2000

Effective:

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11. OPERATOR SERVICES

11.1 Operator Services Rules

11.1.1 Subscribers may originate calls on an operator assisted station-to-station basis (including collect calls), Subscriber dialed calling card basis, or person-to-person basis.

A provider of intrastate operator assisted communications services must:

- A. Identify itself at the time the end-user accesses its services;
- B. Upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. Arrange to have posted in plain view at each telephone location that automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - 1. The operator service provider's name and address;
 - 2. Bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - 3. Clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - 4. Notice concerning a and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

Issued: February 16, 2000

Effective:

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11. OPERATOR SERVICES (Cont'd)

11.1 Operator Services Rules

11.1.1 (cont'd)

- C. 5. In instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
6. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

11.2 Directory Assistance

Subscribers and Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within Florida by calling the Directory Assistance operator.

Issued: February 16, 2000

Effective:

Issued by: Brian M. Benz, Senior Vice President, Finance
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12. OPERATOR SERVICE RATES

12.1 Operators Service Rates

In addition to placing calls on a direct dial station-to-station basis, intraLATA and interLATA calls may be placed on a person-to-person basis or on an operator assisted station-to-station basis. The charges set forth below apply for such operator-assisted calls, in addition to the charges for Business Service in Sections 7 and 8 preceding.

12.1.1 IntraLATA Calls

Type Call	Charge per Call
Operator Assisted Person-to-Person	\$2.98
Operator Assisted Station-to-station	\$1.52
Operator Dialed Station-to-Station:	\$2.12
Operator Assisted Third Number Billing	\$1.52
Operator Dialed Third Number Billing	\$2.12
Operator Assisted Collect Calling	\$1.52
Operator Dialed Collect Calling	\$2.12

Issued: February 16, 2000

Effective:

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12. OPERATOR SERVICE RATES (Cont'd)

12.1 Operator Service Rates (cont'd)

12.1.2 InterLATA Calls

Type Call	Charge per Call
Operator Assisted Person-to-Person	\$2.98
Operator Assisted Station-to-station	\$1.52
Operator Dialed Station-to-Station:	\$2.12
Operator Assisted Third Number Billing	\$1.52
Operator Dialed Third Number Billing	\$2.12
Operator Assisted Collect Calling	\$1.52
Operator Dialed Collect Calling	\$2.12

12.2 Directory Assistance Rates

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	Per Call
Per Number Requested	\$0.95

Issued: February 16, 2000

Effective:

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12. OPERATOR SERVICE RATES (Cont'd)

12.2 Directory Assistance Rates (cont'd)

12.2.1 A credit will be given for calls to Directory Assistance when:

- A. The Subscriber experiences poor transmission or is cut-off during the call;
- B. The Subscriber is given an incorrect telephone number; or
- C. The Subscriber inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the Subscriber must notify the Company operator or business office of the problem experienced.

12.2.2 A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

No charge applies for:

- A. Requests for telephone numbers of non-published service.
- B. Those Subscribers with disabilities who qualify for exemptions from the local Directory Assistance charges are exempted, as a reasonable accommodation associated with their disability, from the Directory Assistance charge. This exemption applies to calls billed to one telephone line per disabled Subscriber and applies to Directory Assistance calls for personal use only.

Issued: February 16, 2000

Effective:

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12. OPERATOR SERVICE RATES (Cont'd)

12.2 Directory Assistance Rates (cont'd)

12.2.2 (cont'd)

- C. Calls for Directory Assistance from persons who have requested exemption for the Directory Assistance charge because they are unable to use telephone directories due to a reading impairment.

Issued: February 16, 2000

Effective:

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13. SPECIAL ARRANGEMENTS

13.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Subscriber or prospective Subscriber to develop a competitive bid for a service not generally available under this price list. ICB rates will be offered to the Subscriber in writing and on a non-discriminatory basis.

13.2 Temporary Promotional Programs

The Company, in the State of Florida may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Subscribers to a service not previously received by the Subscribers.

313057.1

Issued: February 16, 2000

Effective:

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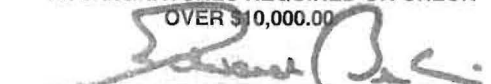
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TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION