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February 25, 1997

VIA FEDERAL EXPRESS

Mr. Walter D'Haeseller
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

170252-72

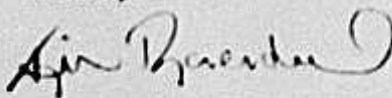
Re: Application of US Xchange of Florida, L.L.C. for Authorization to Provide Interexchange Service Within the State of Florida

Dear Mr. D'Haeseller:

Please find enclosed an original and six (6) copies of the Application of US Xchange of Florida, L.L.C. for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee. Please date stamp the enclosed extra and return it to the undersigned in the enclosed self-addressed, postage-prepaid envelope.

Should you have any questions concerning this filing, please do not hesitate to contact the undersigned. Thank you for your attention to this matter.

Sincerely,



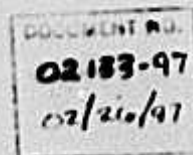
Jean Gibbons
Kimberly Rosenthal

Counsel for US Xchange of Florida, L.L.C.

Enclosures

cc: **David J. Easter (w/o encl.)**
Dana Frix (w/o encl.)

177864 1



**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

US Xchange of Florida, L.L.C.

**Request for Authority to Provide
Interexchange Telecommunications
Service within the State of Florida**

Docket No. _____

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

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

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of Existing Certificate (To a noncertificated company).
- Approval for Transfer of Control (To another certificated company).

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

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

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

US Xchange of Florida, L.L.C.

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

US Xchange of Florida, L.L.C.

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

**US Xchange of Florida, L.L.C.
20 Monroe N.W.; Suite 450
Grand Rapids, MI 49503
Phone: (616) 493-7019
Fax: (616) 493-7007**

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

Applicant does not have an office in the State of Florida at this time.

7. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

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

Not applicable.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) 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.

9. If incorporated, please give:

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

A copy of Applicant's Certificate of Authority to transact business in the State of Florida as a foreign corporation is attached hereto as Exhibit 1.

Corporation charter number: **M9700000007**

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

US Xchange's registered agent in Florida is: CT Corporation System, c/o CT Corporation, 1200 South Pine Island Road, Plantation, Florida 33324.

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

Not applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

None of US Xchange's officers, directors, nor any of the ten largest stockholders, have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime; nor are any such proceedings pending.

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

No.

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

- (a) Application:

**Jean Gibbons, Esq.
Kimberly Rosenthal, Esq.
Swidler & Berlin, Chartered
3000 K Street, NW, Suite 300
Washington, D.C. 20007
Telephone: (202) 424-7500
Facsimile: (202) 424-7645**

With a copy to:

**David J. Easter
Executive Vice President - Business Development
US Xchange of Florida, L.L.C.
20 Monroe N.W., Suite 450
Grand Rapids, MI 49503
Telephone: (616) 493-7019
Facsimile: (616) 493-7007**

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

**David J. Easter
Executive Vice President - Business Development
US Xchange of Florida, L.L.C.
20 Monroe N.W., Suite 450
Grand Rapids, MI 49503
Telephone: (616) 493-7019
Facsimile: (616) 493-7007**

(c) **Tariff:**

See response to 10(b).

(d) **Complaints/Inquiries from customers:**

See response to 10(b).

11. List the states in which the applicant:

(a) **Has operated as an interexchange carrier.**

US Xchange does not presently operate as an interexchange carrier.

(b) **Has applications pending to be certificated as an interexchange carrier.**

US Xchange affiliates are in the process of obtaining intrastate interexchange authority, where required, in numerous states throughout the United States, including California, Illinois, Indiana, Minnesota, Missouri, North Carolina, Georgia, Kentucky, Oregon, South Carolina, Washington, and Wisconsin.

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

None.

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

None.

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

None.

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

None.

12. What services will the applicant offer to other certificated telephone companies:

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Other <u>None</u> | |

At least initially Applicant does not have market plans to provide services to other carriers, however, it reserves the right to resell facilities or services to other certificated carriers, depending upon business, legal or regulatory factors.

13. Do you have a marketing program?

US Xchange's marketing program is not finalized; however, US Xchange expects that its marketing campaign initially will include direct sales and marketing agents.

14. Will your marketing program: No

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).

Not Applicable.

16. Who will receive the bills for your services (check all that apply)?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATS Providers | <input type="checkbox"/> PATS Station End-Users |
| <input type="checkbox"/> Hotels and Motels | <input type="checkbox"/> Hotel and Motel Guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. Dormitory Residents |
| <input type="checkbox"/> Other, _____ | |

At least initially Applicant has no plans to provide service to other than residential and business users. Based upon operating expenses and market conditions, however, the Company may expand its services to other markets.

17. Please provide the following (if applicable):

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

US Xchange's name will appear on bills sent to customers.

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

US Xchange will perform its own billing operations.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

US Xchange's verified, unaudited financial statements are attached hereto as Exhibit 2.

B. **Managerial capability.**

See Exhibit 3.

C. **Technical capability.**

See Exhibit 3.

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

US Xchange's proposed tariff is appended hereto as Exhibit 4.

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

Applicant is seeking authority to provide all forms of direct dialed interexchange services on a resale basis or through its own facilities (when those are deployed).

MTS with distance sensitive per minute rates

- Method of access is FGA**
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with route specific rates per minute

- Method of access is FGA**
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS with statewide flat rates per minute (i.e., not distance sensitive)

- Method of access is FGA**
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

MTS for pay telephone service providers

- Block-of-time calling plan (Reach Out Florida, Ring America, etc.)
- 800 Service (toll free)
- WATS-type Service (bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private Line Services (channel services) (*i.e.*, 1.544 mbs., DS-3, etc.)
- Travel Service
 - Method of access is 950
 - Method of access is 800
- 900 Service
- Operator Services
 - Available to presubscribed customers
 - Available to non-presubscribed customers (*i.e.*, to patrons of hotels, students in universities, patients in hospitals)
 - Available to inmates

Services included are:

- Station assistance
- Person-to-Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

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

The end-user will dial either "1" or an 800 number to access these services.

22. Other:

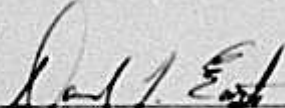
Applicant hereby requests a waiver to maintain its records outside the State of Florida.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross 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:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I, the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is a true and correct statement.

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:



David J. Egster
Executive Vice President -
Business Development
US Xchange of Florida, L.L.C.

2-18-97

Date

(616) 493-7019

Telephone Number

APPENDICES

APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

EXHIBITS

EXHIBIT 1	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT 2	FINANCIAL STATEMENTS
EXHIBIT 3	MANAGERIAL AND TECHNICAL QUALIFICATIONS
EXHIBIT 4	PROPOSED TARIFF

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Not applicable. US Xchange of Florida, L.L.C. is applying for original authority.

I, (TYPE NAME) _____,
(TITLE) _____ of (NAME OF COMPANY)
_____ and current holder of certificate
number _____, have reviewed this application and join in the petitioner's
request for a transfer of the above-mentioned certificate.

UTILITY OFFICIAL:

_____ Signature	_____ Date
_____ Title	_____ Telephone Number

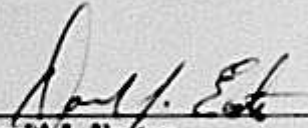
**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:



David J. Epler
Executive Vice President -
Business Development
US Xchange of Florida, L.L.C.

2-18-97

Date

(616) 493-7019

Telephone Number

**** APPENDIX C ****

INTRASTATE NETWORK (continued)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

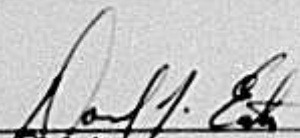
US Xchange seeks authority to originate interexchange telecommunications service throughout the State of Florida.

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

As described more fully in the body of this Application, US Xchange initially proposes to provide interexchange service on a resale basis. The certificated carriers from which US Xchange purchases services for resale will be responsible for complying with Commission Rule 25-24.471(4)(a). When US Xchange deploys its own facilities-based interexchange service, it will do so in a manner that recognizes that "the local exchange company shall be the sole carrier for O+ local, O- local and O- intral.ATA toll calls dialed by end users." US Xchange will "not change or augment the dialing pattern of end users for such calls." US Xchange will only provide intral.ATA toll services to end users who dial US Xchange's access code (either 950, 800, or 10XXX).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
- a) What services have been provided and when did these services begin?
 - b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:



David J. Easter
Executive Vice President -
Business Development
US Xchange of Florida, L.L.C.

2.18.97

Date

(616) 493-7019

Telephone Number

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek and Oviedo Winter Springs.	
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo Winter Springs Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	

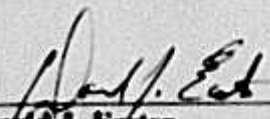
**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boyston Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

US Xchange seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 4.

UTILITY OFFICIAL:



David J. Easter
Executive Vice President -
Business Development
US Xchange of Florida, L.L.C.

2-18-97

Date

(616) 493-7019

Telephone Number

EXHIBIT 1

Certificate of Authority to Transact Business



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 13, 1997

CT CORPORATION SYSTEM
TALLAHASSEE, FL

Qualification documents for US XCHANGE OF FLORIDA, L.L.C. were filed on January 9, 1997, and assigned document number M9700000007. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

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

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

Should you have any questions regarding this matter, please telephone (904) 487-8051, the Registration and Qualification Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 697A00001292

**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:**

DIVISION OF REVENUE
CORPORATION
JAN 9 PM 3:56

1. US XCHANGE OF FLORIDA, L.L.C.
(Name of foreign limited liability company must end with the words "limited company" or their abbreviation "L.C." if not so contained in the name at present.)

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 38-3305418
(FEI number, if applicable)

4. November 13, 1996
(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.)

7. 2855 Oak Industrial Drive, NE
Grand Rapids, MI 49506
(Street address of principal office)

8. C T CORPORATION SYSTEM
(Name of the registered agent of foreign limited liability company)

9. c/o C T CORPORATION SYSTEM, 1200 South Pine Island Road,
Plantation, Florida 33324
(Florida registered office address)

10. Name(s), title, and business address(es) of managing member(s) [MGRM] or manager(s) [MGR] who will manage the foreign limited liability company in Florida: (attach additional page if necessary)

See 1 in Addendum _____

12-9-96
(Date)

David J. Ed. V.P.
(Signature of a Member or Authorized Representative of a member)
AUTHORIZED PERSON

97 JAN -9 PM 3:56
DIVISION OF CORPORATIONS
STATE OF FLORIDA

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated foreign limited liability company at the place designated in this certificate pursuant to the provisions of section 608.507, Florida Statutes, 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.

CT Corporation System

By: Sharon L. Gahlau
(Signature)

12/11/96
(Date)

SHARON L GAHLAU
(Type Name of Officer)

ASST. VICE PRESIDENT
(Title of Officer)

Addendum

1. Name and title:

Ron Vanderpol /Managing Member

Address: 2855 Oak Industrial Drive, NE, Grand Rapids, MI 49506

Name and title:

Rich Postma /Managing Member

Address: 2855 Oak Industrial Drive, NE, Grand Rapids, MI 49506

97 JAN -9
DIVISION
GENERAL INVESTIGATIVE
SERVICES
PM 3:56

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS
OF FOREIGN LIMITED LIABILITY COMPANY**

The undersigned member or authorized representative of a member of US XCHANGE OF
FLORIDA, L.L.C. deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 1,000,000
- 3) if any, the agreed value of property other than cash contributed by member(s) is
\$ 4,500,000. This cash total includes amounts from 2 and 3 above.
- 4) the total amount of cash or property anticipated to be contributed by member(s) is
\$ 5,500,000. This total includes amounts from 2 and 3 above.

Paul J. Esh J.P.

Signature of a member or authorized representative of a member.
(In accordance with section 605.022(2), Florida Statutes, the execution of this affidavit
constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JAN - 9 PM 3:56

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 IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: US XCHANGE OF FLORIDA, L.L.C.

2. The name and address of the registered agent and office is:

CT CORPORATION SYSTEM

(Name)

c/o CT CORPORATION, 1200 South Pine Island Road,

(P.O. Box not acceptable)

Plantation, Florida 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.

CT CORPORATION SYSTEM

William J. Habian

(Signature)

12/11/96

(Date)

Asst. Vice President

(Title)

FILING FEE: \$35 for Designation of Registered Agent

SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JAN - 9 PM 3:56

EXHIBIT 2

Financial Statements

US EXCHANGE L.L.C.

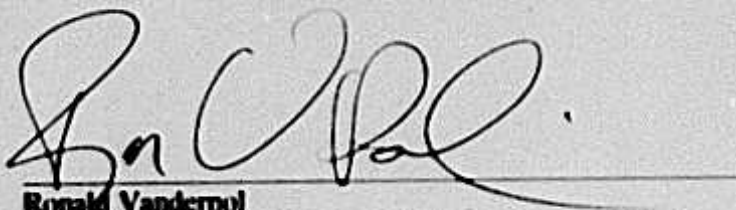
Balance Sheet

September 30, 1998

Current Assets	
Cash	\$ 658,880
Accounts Receivable	21,117
Prepaid Expenses	2,001
Total Current Assets	<u>682,000</u>
Equipment and Depreciation	
Computer Equipment & Software	81,217
Less: Accumulated Depreciation	(4,443)
Net Equipment	<u>76,774</u>
Other Assets	
Investments	818,784
Deposit	3,600
Total Other Assets	<u>822,384</u>
Total Assets	<u>\$ 1,581,158</u>
Current Liabilities	
Accounts Payable	\$ 638,987
Accrued Expenses	138,188
Current portion of Long-term Debt	173,718
Total Current Liabilities	<u>950,933</u>
Long-term Debt	
Notes Payable	378,842
Less: Current portion	(173,718)
Long-term Debt	<u>205,124</u>
Shareholder Equity	
Common Stock	281
Additional Paid-in Capital	731,776
Total Shareholder Equity	<u>732,057</u>
Total Liabilities and Equity	<u>\$ 1,581,158</u>

VERIFICATION

I, Ronald Vanderpol, declare under penalty of perjury that I am Chief Executive Officer of US Xchange of Florida, L.L.C., the applicant in the subject proceeding; that the foregoing financial statements were prepared under my direction and that I have read the foregoing statements; and that the same are true and correct to the best of my knowledge, information, or belief.



Ronald Vanderpol
Chief Executive Officer

Dated: 2-20, 1997

VERIFICATION

I, Donald Offringa, declare under penalty of perjury that I am Chief Financial Officer of US Xchange of Florida, L.L.C., the applicant in the subject proceeding; that the foregoing financial statements were prepared under my direction and that I have read the foregoing statements; and that the same are true and correct to the best of my knowledge, information, or belief.



Donald Offringa
Chief Financial Officer

Dated: 2-18-97, 1997

EXHIBIT 3

Managerial and Technical Qualifications

EXHIBIT C

MANAGERIAL AND TECHNICAL QUALIFICATIONS

Ronald Vanderpol, Chief Executive Officer

Ronald Vanderpol formed US Xchange L.L.C., the parent company of US Xchange's operating affiliates, in 1996 to provide through itself and its affiliates competitive local exchange and interexchange telecommunications throughout the United States. Mr. Vanderpol has extensive experience forming and operating successful telecommunications companies. In 1983, Mr. Vanderpol established Teledial America ("Teledial"), which later became US Signal, an interexchange carrier headquartered in Grand Rapids, Michigan. Mr. Vanderpol acted as Chief Executive Officer for Teledial. In 1986, he formed Digital Signal, a Southfield, Michigan company reselling private line services. Mr. Vanderpol held the position of Chief Executive Officer of the company. In 1988, Mr. Vanderpol formed City Signal, a provider of competitive access and local exchange services in a number of major metropolitan areas, including Grand Rapids, Michigan, Lansing, Michigan, Detroit, Michigan, Holland, Michigan, Las Vegas, Nevada, Memphis, Tennessee, and Nashville, Tennessee. Mr. Vanderpol went on to found Teledial America of North Carolina, a provider of long distance services, in 1990. One year later, he formed ATS Long Distance, also an interexchange carrier.

Richard Postma, Chief Operating Officer

Richard Postma was graduated from Calvin College in 1973 and received a law degree, cum laude, from the University of Michigan in 1975. Mr. Postma has acted as General Counsel to Teledial America/US Signal and City Signal since in 1985. Mr. Postma has also engaged in corporate law practice for numerous publicly traded and privately held companies throughout the Midwest.

David E. Easter, Executive Vice President, Business Development

David J. Easter has considerable technical and managerial experience in all facets of the telecommunications industry. Specifically, he has more than ten years of experience overseeing network operations for several successful start up telecommunications companies providing a variety of services including interexchange, competitive access and local exchange services. From 1987 to January 1997, Mr. Easter was Vice President of Network Services for Teledial America where he was instrumental in the company's implementation of interexchange operations in the Ameritech, Bell Atlantic, Bell South, South Western Bell and Pacific Bell regions. He was responsible for the day-to-day operations of the company's network operations centers, overseeing network planning and all aspects of service provisioning. Mr. Easter also played a significant part in the establishment of network operations for City Signal,

an affiliate of US Signal which provides local exchange service.

As Executive Vice President, Business Development, of US Xchange, Mr. Easter is responsible for supervising all aspects of US Xchange's technical operations, including supervising the company's network operations centers, negotiating interconnection agreements with local exchange providers and resale contracts with underlying carriers, and ensuring compliance with all state and federal regulations applicable to the company's operations. US Xchange has entered into a long-term contract with Lucent Technologies for the maintenance and operation of US Xchange's switching facilities. Mr. Easter will oversee all operations provided under this contract.

EXHIBIT 4

Proposed Tariff

TITLE SHEET**TELECOMMUNICATIONS SERVICES**

This tariff applies to the Long Distance Interexchange Telecommunications Services furnished by USXchange of Florida, L.L.C. ("Carrier") between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 20 Monroe N.W., Suite 450 Grand Rapids, Michigan 49503.

Issued:**Effective:**

By: David J. Easter
Executive Vice President, Business Development
20 Monroe N.W., Suite 450
Grand Rapids, Michigan 49503

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

Sheet	Revisions	Sheet	Revisions
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

• Indicates new or revised sheet submitted with this filing.

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Executive Vice President, Business Development
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TABLE OF CONTENTS

Title Sheet 1

Check Sheet 2

Table of Contents 3

Index 6

Concurring Carriers 9

Connecting Carriers 9

Other Participating Carriers 9

Tariff Format 10

0.0 Application and Scope of Tariff 12

 0.1 Application 12

 0.2 Scope 12

 0.3 Interconnection with Other Carriers 12

1.0 Technical Terms and Abbreviations 13

 1.1 Definitions of Terms 13

 1.2 Explanation of Acronyms and Trade Names 17

2.0 General Rules and Regulations 18

 2.1 Undertaking of Carrier 18

 2.1.1 General 18

 2.1.2 Limitations 18

 2.2 Use 18

 2.2.1 Lawful Purpose 18

 2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes 19

 2.2.3 Unauthorized Use 19

 2.2.4 Recording Devices 19

 2.2.5 Use of Service Mark 19

 2.3 Undertaking of the Company 20

 2.3.1 Liability of Carrier 20

 2.4 Equipment 26

 2.4.1 Inspection, Testing, and Adjustment 26

 2.4.2 Interference and Hazard 26

 2.4.3 Maintenance and Repair 27

 2.4.3.A Customer Liability 27

 2.4.3.B Leased or Owned Facilities 27

 2.5 Contract for Service 28

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Grand Rapids, Michigan 49503

TABLE OF CONTENTS (cont'd)

2.6	Application for Service	28
2.6.1	Information Required	28
2.6.2	Initiation of Service	28
2.7	Billing	29
2.7.1	Monthly Billing	29
2.7.2	Bill Contents	29
2.8	Payment for Service	29
2.8.1	Late Penalty Charge	29
2.8.2	Timely Payment for Residential Customers	29
2.8.3	Collection	30
2.8.4	Taxes	30
2.8.5	Returned Check Charges	30
2.8.6	Restoration of Service	30
2.9	Disputes and Complaints	31
2.9.1	Disputed Bills	31
2.9.2	Complaint Procedures	32
2.9.3	Bill Insert or Notice	32
2.10	Service Refusal and Discontinuance	33
2.10.1	Notice of Pending Discontinuance	33
2.10.2	Reasons for Service Refusal and Discontinuance	33
2.10.3	Refusal and Discontinuance of Service for Nonpayment of Bill or Deposit	35
2.10.4	Insufficient Reasons for Refusal or Discontinuance of Service	36
2.11	Cancellations and Deferments of Service	37
2.11.1	Cancellation	37
2.11.2	Deferment of Start of Service	37
2.11.3	Cancellation or Interruption of Services	38
2.12	Commission Ordered Refunds	40
2.13	Provision of Information	41
2.14	Information Service Access Blocking	41
3.0	Description of Services Offered	42
3.1	Long Distance Interexchange Services	42
3.1.1	Nature of Service	42
3.1.2	Availability	42
3.1.3	Dialing Procedures	42
3.2	800 Services	43
3.2.1	Nature of Services	43

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Effective:

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Grand Rapids, Michigan 49503

TABLE OF CONTENTS (cont'd)

3.3	Travel Calling Card Service	43
3.4	Timing of Calls	44
3.4.1	When Billing Charges Begin and Terminate for Phone Calls	44
3.4.2	Billing Increments	44
3.5	Calculation of Distance	44
3.6	Minimum Call Completion Rate	44
3.7	Operator Services	45
3.8	Promotional Offerings	45
4.0	Rates and Charges	46
4.1	Nonrecurring Charges	46
4.1.1	Early Termination Charges	46
4.1.2	Third Party Vendor Charges	46
4.2	Usage Rates	47
4.2.1	Long Distance Interexchange Services	47
4.2.1.A	Rates Per Minute	47
4.2.1.B	Time of Day	47
4.2.2.B.1	Peak/Off-Peak Rates	47
4.2.2	800 Services	48
4.2.2.A	Monthly Charges	48
4.2.2.B	Usage-Sensitive Rates	48
4.2.2.C	Rates Per Minute	48
4.2.3	Travel Calling Card Service	49
4.2.3.A	Rates Per Minute	49
4.2.3.B	Surcharge Per Call	49
4.3	Special Rates For The Handicapped	50
4.3.1	Hearing and Speech Impaired Persons	50

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 Grand Rapids, Michigan 49503

INDEX

Application and Scope of Tariff 12

Application for Service 28

Billing 29

Cancellation and Deferments of Service 37

Cancellation or Interruption of Services 38

Check Sheet 2

Commission Ordered Refunds 40

Concurring Carriers 9

Connecting Carriers 9

Contract for Service 28

Description of Services Offered 42

Directory Assistance 45

Disputes and Complaints 31

800 Service 43

Equipment 26

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INDEX (cont'd)

General Rules and Regulations 18

Information Service Access Blocking 41

Liability 20

Long Distance Interexchange Service 42

Nonrecurring Charges 46

Operator Services 45

Other Participating Carriers 9

Payment for Service 29

Promotional Offerings 45

Provision of Information 41

Rates and Charges 46

Service Refusal and Discontinuance 33

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INDEX (cont'd)

Table of Contents 3

Tariff Format 10

Technical Terms and Abbreviations 13

Travel Calling Card Service 49

Undertaking of Carrier 18

Usage Rates 47

Use 18

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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TARIFF FORMAT

Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

Sheet Revision Numbers. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 14 cancels the 3rd Revised Sheet No. 14.

Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).1

Check Sheets. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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TARIFF FORMAT (Cont'd)

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (D) - Identifies a discontinued rate, condition, or regulation.
- (I) - Identifies an increase in rate.
- (M) - Identifies material that has been transferred from another sheet or place in the tariff.
- (N) - Identifies a new rate, regulation or sheet.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text for clarification.

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0.0 Application and Scope of Tariff**0.1 Application**

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services provided by Carrier between and among points within the State of Florida.

0.2 Scope

Carrier's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Carrier between and among points in Florida are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by Carrier may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Carrier. However, service provided by Carrier is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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1.0 Technical Terms and Abbreviations**1.1 Definitions of Terms****Calls**

Telephone messages completed by Customers.

Carrier

USXchange of Florida, L.L.C.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Florida Public Service Commission.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Carrier.

Customer Contract

A written agreement between the Customer and Carrier containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Carrier or another supplier and leased to the Customer.

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1.0 Technical Terms and Abbreviations (cont'd)**1.1 Definitions of Terms (cont'd)****Delinquent or Delinquency**

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Discontinue or Discontinuance

Suspension and/or disconnection.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between Customers located within an exchange area and all Customers in an additional exchange area or areas.

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1.0 Technical Terms and Abbreviations (cont'd)**1.1 Definitions of Terms (cont'd)****Individual Case Basis**

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

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1.0 Technical Terms and Abbreviations (cont'd)**1.1 Definitions of Terms (cont'd)****Local Service**

Telephone service furnished between points located within an area where there is no toll charge.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to Customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

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1.0 Technical Terms and Abbreviations (cont'd)**1.1 Definitions of Terms (cont'd)****Timely Payment**

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Carrier for a series of partial payments to settle a delinquent account.

Working Day

Any day on which U.S. Mail is delivered and Carrier is open for business.

10XXX Access

A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular Customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

1.2 Explanation of Acronyms and Trade Names

AT&T = AT&T Communications of the Midwest, Inc.

BOC = Bell Operating Company

DA = Directory Assistance

EAS = Extended Area Service

FCC = Federal Communications Commission

LATA = Local Access Transport Area

MCI = MCI Telecommunications Corporation

NPA = Numbering Plan Area, more commonly known as Area Code

SNI = Standard Network Interface

Sprint = Sprint Communications Company, L.P.

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2.0 General Rules and Regulations**2.1 Undertaking of Carrier****2.1.1 General**

Pursuant to this tariff, Carrier undertakes to provide within the state regulated interLATA and intrastate intralATA interexchange services described in Section 3.0. Service will be provided on a statewide basis.

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Carrier reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- C. Carrier does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.2 Use**2.2.1 Lawful Purpose**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

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2.0 General Rules and Regulations (cont'd)**2.2 Use (cont'd)****2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes**

Carrier's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Carrier that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Carrier receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 Unauthorized Use

Any individual who uses or receives Carrier's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Carrier's costs of investigation and collection.

2.2.4 Recording Devices

Carrier's services are not designed for the use of recording devices, and Customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of Carrier or refer to Carrier in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Carrier.

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2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company****2.3.1 Liability of Carrier**

2.3.1.1 Except as otherwise stated in this section, the liability of the Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.11.

2.3.1.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.11, the Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.3.1.3 The liability of the Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company (cont'd)****2.3.1 Liability of Carrier (cont'd)**

2.3.1.4 The Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Carrier; or (3) common carriers or warehousemen;**
- B. Any delay or failure of performance or equipment due to causes beyond the Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;**
- C. Any unlawful or unauthorized use of the Carrier's facilities and services;**

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Grand Rapids, Michigan 49503**

2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company (cont'd)****2.3.1 Liability of Carrier (cont'd)****2.3.1.4 (cont'd)**

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier- provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;**
- E. Breach in the privacy or security of communications transmitted over the Carrier's facilities;**
- F. Changes in any of the facilities, operations or procedures of the Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Carrier and is not provided to the Customer, in which event the Carrier's liability is limited as set forth in subsection 2.3.1.1 of this Section 2.3.1.**
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;**

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2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company (cont'd)****2.3.1 Liability of Carrier (cont'd)****2.3.1.4 (cont'd)**

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Carrier's facilities;**
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for the Carrier and/or is not authorized by the Carrier;**
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;**
- K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;**
- L. Any noncompletion of calls due to network busy conditions;**
- M. Any calls not actually attempted to be completed during any period that service is unavailable.**

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Executive Vice President, Business Development
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Grand Rapids, Michigan 49503

2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company (cont'd)****2.3.1 Liability of Carrier (cont'd)**

2.3.1.5 The Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by the Carrier.

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

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2.0 General Rules and Regulations (cont'd)**2.3 Undertaking of the Company (cont'd)****2.3.1 Liability of Carrier (cont'd)**

2.3.1.7 The Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.3.1.8 Any claim of whatever nature against the Carrier shall be deemed conclusively to have been waived unless presented in writing to the Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.1.9 THE CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.0 General Rules and Regulations (cont'd)**2.4 Equipment****2.4.1 Inspection, Testing, and Adjustment**

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Carrier may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Carrier's services must not interfere with, or impair, any of the services offered by Carrier. Additionally, connected Customer premises equipment must not endanger the safety of Carrier employees or the public, damage or interfere with the proper functioning of Carrier's equipment, or otherwise injure the public in its use of Carrier's services.

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2.0 General Rules and Regulations (cont'd)**2.4 Equipment (cont'd)****2.4.3 Maintenance and Repair****A. Customer Liability**

The Customer shall be responsible for damages to Carrier's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Carrier's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Carrier's facilities except upon written consent of Carrier.

B. Leased or Owned Facilities

The Customer's obligation to Carrier is the same whether the facilities involved are Carrier's facilities or are facilities leased by Carrier from another party. If Carrier incurs expenses due to the Customer's actions that result in damage or impairment of Carrier's owned or leased facilities, Carrier will pass on to the Customer any and all expenses to repair Carrier's facilities or that the owner imposes on Carrier for leased facilities.

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2.0 General Rules and Regulations (cont'd)**2.5 Contract for Service**

Service is installed upon contractual agreement between a Customer and Carrier. This Customer Contract specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Carrier to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date specified in the Customer Contract for the term of that contract. Should Carrier continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. A Customer Contract may, however, provide for the renewal of the contract for a period similar to its existing term, if the Customer does not advise Carrier that the Customer desires to terminate the contract by a reasonable time prior to its expiration date.

2.6 Application for Service**2.6.1 Information Required**

When applying for service, each prospective Customer will be required to furnish Carrier with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer Contract.

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2.0 General Rules and Regulations (cont'd)**2.7 Billing****2.7.1 Monthly Billing**

Bills to Customers will be issued monthly unless Carrier is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Toll charges are billed in arrears.

2.7.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than thirty (30) days after the bill is rendered; the amount of the net charge, stated by category, for ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Carrier will also comply with reasonable requests for bill detail.

2.8 Payment for Service**2.8.1 Late Penalty Charge**

Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of receipt of the bill. Customer shall be responsible for all costs, including attorneys' fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff.

2.8.2 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

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2.0 General Rules and Regulations (cont'd)**2.8 Payment for Service (cont'd)****2.8.3 Collection**

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.8.4 Taxes

All federal excise taxes, gross receipts taxes, and state and local sales, use and similar taxes, are the responsibility of the Customer, are billed as separate line items, and are not included in the quoted rates.

2.8.5 Returned Check Charges

Carrier will not assess a charge for returned checks.

2.8.6 Restoration of Service

Carrier will not assess a reconnection fee for reestablishment of service to Customers who had been disconnected for nonpayment.

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2.0 General Rules and Regulations (cont'd)**2.9 Disputes and Complaints****2.9.1 Disputed Bills**

In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and the service shall not be disconnected for nonpayment of the disputed amount during this time. If a Customer does not give Carrier written notice of a dispute with respect to Carrier's charges within two (2) years from the later of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer.

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2.0 General Rules and Regulations (cont'd)**2.9 Disputes and Complaints (cont'd)****2.9.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Carrier by telephone, in person, or in writing at Carrier's office located at 20 Monroe N.W., Suite 450, Grand Rapids, Michigan 49503. Carrier's customer service department can be reached by dialing the following toll-free number: 1-888-493-7300. Carrier's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Carrier will be investigated promptly and thoroughly. Carrier will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Carrier to review and analyze its procedures and actions. Carrier will maintain for at least six (6) months a record of all signed written complaints. The records maintained by Carrier under this tariff will be available for inspection by the Commission or its staff upon request. Within fifteen (15) days of the receipt of a written complaint, Carrier will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes.

2.9.3 Bill Insert or Notice

Carrier shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Carrier representative qualified to assist in resolving the complaint can be reached.

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2.0 General Rules and Regulations (cont'd)**2.10 Service Refusal and Discontinuance****2.10.1 Notice of Pending Discontinuance**

Prior to the discontinuance of service, Carrier shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) working days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify 1-888-493-7300 as a toll-free number at which a Carrier representative can be reached to provide additional information about the discontinuance.

2.10.2 Reasons for Service Refusal and Discontinuance

Service may be refused or discontinued:

- A. Without notice if a condition on the Customer's premises is determined by Carrier to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect Carrier's equipment or Carrier's service to others.
- C. Without notice if equipment furnished, leased, or owned by Carrier is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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2.0 General Rules and Regulations (cont'd)**2.10 Service Refusal and Discontinuance (cont'd)****2.10.2 Reasons for Service Refusal and Discontinuance (cont'd)**

- E. If there are reasonable grounds to believe there is a violation of or noncompliance with Carrier's regulations on file with the Commission, municipal ordinances, or law.**
- F. If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Carrier's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.**
- G. If the Customer fails to permit Carrier reasonable access to its equipment.**

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2.0 General Rules and Regulations (cont'd)**2.10 Service Refusal and Discontinuance (cont'd)****2.10.3 Refusal and Discontinuance of Service for Nonpayment of Bill or Deposit**

Except as restricted by Section 2.10.4, service may be refused or discontinued for nonpayment of a bill or deposit if Carrier has made a reasonable attempt to effect collection and:

- A. Carrier has provided the Customer with five (5) working days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if Carrier determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- B. In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

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2.0 General Rules and Regulations (cont'd)**2.10 Service Refusal and Discontinuance (cont'd)****2.10.4 Insufficient Reasons for Refusal or Discontinuance of Service**

The following reasons are not sufficient cause for refusal or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant, other than a Customer of the same household, of the premises to be served.
- B. Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the current Customer in good standing.
- C. Delinquency in payment for separate telephone service of another Customer in the same residence.
- D. Failure to pay for separate business telephone service at different location does not constitute cause to refuse residential service at another location and number, and vice versa.
- E. Failure to pay for directory advertising charges or other unregulated services.
- F. Failure to pay the bill of another Customer as guarantor thereof.
- G. Failure to pay a dishonored check service charge imposed by Carrier.
- H. Failure to pay for 900, 960, or 976 calls disputed by a Customer.

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2.0 General Rules and Regulations (cont'd)**2.11 Cancellations and Deferments of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Carrier to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.11.1. Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.11.2 Deferment of Start of Service

If a request for deferment of service is received by Carrier prior to the date an order for equipment or service is placed with Carrier's supplier, no charge shall apply. For deferments received by Carrier subsequent to the date the order for equipment or service is placed with Carrier's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by Firststar Bank of Cedar Rapids, N.A., plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Carrier will also charge the Customer who defers service any and all rates and charges incurred by Carrier for any leased facilities for which Carrier is held responsible. Carrier will make a good faith effort to minimize those rates and charges whenever possible.

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2.0 General Rules and Regulations (cont'd)**2.11 Cancellations and Deferments of Service (cont'd)****2.11.3 Cancellation or Interruption of Services****2.11.3.1 General**

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

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2.0 General Rules and Regulations (cont'd)**2.11 Cancellations and Deferments of Service (cont'd)****2.11.3 Cancellation or Interruption of Services (cont'd)****2.11.3.2 Limitations on Allowances**

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

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Carrier, including but not limited to the Customer or other common carriers connected to the service of the Carrier;**
- B. due to the failure of power, equipment, systems, or services not provided by the Carrier;**
- C. due to circumstances or causes beyond the control of the Carrier;**
- D. during any period in which the Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;**
- E. during any period in which the Customer continues to use the service on an impaired basis;**

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2.0 General Rules and Regulations (cont'd)**2.11 Cancellations and Deferments of Service (cont'd)****2.11.3 Cancellation or Interruption of Services (cont'd)****2.11.3.2 Limitations on Allowances (cont'd)**

- F. during any period when the Customer has released service to the Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Carrier within thirty (30) days of the date that service was affected.

2.11.3.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.12 Commission Ordered Refunds

Carrier will follow Rule 25-24.490 that incorporates Rule 25-4.114 in calculating and paying interest and any refund, except deposit refunds, that may be ordered by the Commission.

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2.0 General Rules and Regulations (cont'd)**2.13 Provision of Information**

Pursuant to Commission Rule 25-24.490(4), Carrier, upon request of any person, will provide information, verbally or in writing, regarding the terms of Carrier's services. Carrier will send this information in a separate mailing to new Customers at or before Customer's receipt of the first bill.

2.14 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. Carrier will comply with all applicable rules of the Commission concerning such blocking.

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3.0 Description of Services Offered**3.1 Long Distance Interexchange Services****3.1.1 Nature of Service**

Carrier offers long distance, interexchange telephone services that allow Customers to originate and terminate calls at locations within the State of Florida. Usage charges are generally based on the distance, duration, and time of day of each call.

3.1.2 Availability

Carrier offers long distance interexchange services in Florida. These services are an add-on to interstate long-distance services provided by Carrier, and are available as provided in Carrier's interstate tariff.

3.1.3 Dialing Procedures

Long distance interexchange services may be accessed by dialing the digit "1", followed by the NPA/area code, then the desired 7-digit local telephone number. Customers may also need to employ 10XXX dialing, using an XXX code to be supplied by Carrier, to direct intral.ATA calls to Carrier. Those calls may otherwise be carried by another carrier.

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3.0 Description of Services Offered (cont'd)**3.2 800 Services****3.2.1 Nature of Services**

Carrier 800 services are inward WATS services that permit intrastate calls to a Customer's station in one location from stations in diverse geographical locations, and for which the Carrier Customer is billed for the calls rather than the call's originator. Unless otherwise specified, all Carrier 800 calls are subject to an 18-second average connect time (i.e., total monthly minutes of use divided by total monthly calls must equal at least 18 seconds) for a given terminating service group. All calls are rounded up to the next higher 6-second increment. In the event that 800 calls do not meet the 18-second average connect time requirement, billable usage will be increased by a surcharge equal to the necessary number of minutes at the average cost per minute to meet the 18-second requirement. In addition, Customers may also order Originating ANI Sorting, which provides the Customer with a detailed monthly analysis of the originating telephone numbers of those placing 800 calls.

3.3 Travel Calling Card Service

Travel Calling Card Service is a post-paid calling card which enables the Customer to make long distance calls through the use of a calling card.

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3.0 Description of Services Offered (cont'd)**3.4 Timing of Calls****3.4.1 When Billing Charges Begin and Terminate for Phone Calls**

The Customer's long distance usage charge is based on actual use of Carrier's services. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.4.2 Billing Increments

Calls are billed in initial and additional one minute increments, with any fractional portion of a call being rounded up to the next highest billing increment.

3.5 Calculation of Distance

Usage charges for Carrier's services are not mileage sensitive. Charges are based on the type of service and the duration of each call.

3.6 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 99% during peak use periods for all FG D services ("1+" dialing).

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3.0 Description of Services Offered (cont'd)**3.7 Operator Services**

Carrier will route all operator assisted calls to the Carrier's Connecting Carrier.

3.8 Promotional Offerings

Carrier may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations, and notice of such promotions will be provided pursuant to Commission rules.

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4.0 Rates and Charges**4.1 Nonrecurring Charges****4.1.1 Early Termination Charges**

If a Customer terminates service prior to the expiration of the term of the contract (see Section 2.5), the Customer will be required to pay an early termination charge. If termination is after the execution of the contract but before the installation of service, the early termination charge will be equal to the reasonable expenses incurred by Carrier through the date of termination. If termination occurs after the installation of service, the early termination charge will be equal to ten percent (10%) of the last three (3) months' average billing multiplied by the number of months in the remaining term of the contract.

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Carrier (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

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4.0 Rates and Charges (cont'd)**4.2 Usage Rates****4.2.1 Long Distance Interexchange Services****A. Rates Per Minute**

Peak: \$0.1900
Off-Peak: \$0.1900

B. Time of Day

All periods ending on a specific hour run to, but not including, the stated hour.

1. Peak/Off-Peak Rates

As an alternative to the foregoing time-of-day periods, some options allow for peak rates (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and off-peak rates (all other times).

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4.0 Rates and Charges (cont'd)**4.2 Usage Rates (cont'd)****4.2.2 800 Services****A. Monthly Charges**

Customers are charged \$10.00 per month per 800 line. Customers ordering Area Code Blocking will be charged a one-time \$110.00 fee.

B. Usage-Sensitive Rates

All incoming calls are charged at the same rate regardless of point of origin. Day or peak rates are applicable from 8:00 a.m. to 5:00 p.m. Monday-Friday.

C. Rates Per Minute

Peak: \$0.1900
Off-Peak: \$0.1900

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4.0 Rates and Charges (cont'd)

4.2 Usage Rates (cont'd)

4.2.3 Travel Calling Card Service

A. Rates Per Minute

Peak: \$0.1900

Off-Peak: \$0.1900

B. Surcharge Per Call

All Travel Calling Card Service calls are subject to an \$0.80 per call surcharge.

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4.0 Rates and Charges (cont'd)

4.3 Special Rates For The Handicapped

4.3.1 Hearing and Speech Impaired Persons

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

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**SWIDLER
&
BERLIN**
CHARTERED

RECEIVED
DATE
11/1/97
FEB 27 1997

February 25, 1997

VIA FEDERAL EXPRESS

Mr. Walter D'Haeseller
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Application of US Xchange of Florida, L.L.C. for Authorization to Provide Interexchange Service Within the State of Florida

Dear Mr. D'Haeseller:

Please find enclosed an original and six (6) copies of the Application of US Xchange of Florida, L.L.C. for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee. Please date stamp the enclosed extra and return it to the undersigned in the enclosed self-addressed, postage-prepaid envelope.

Should you have any questions concerning this filing, please do not hesitate to contact the undersigned. Thank you for your attention to this matter.

SWIDLER & BERLIN
CHARTERED
2000 K STREET, N.W., SUITE 800
WASHINGTON, D.C. 20007

FIRST UNION NATIONAL BANK
WASHINGTON, D.C.

0054321

16-128640

EXACTLY250**DOLLARS AND**00**CENTS

DATE

AMOUNT

02/25/97

\$\$\$250.00

FLORIDA PUBLIC SERVICE COMMISS

GENERAL ACCOUNT

TO THE
CASHIER
OR

