

Lance J.M. Steinhart

Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

June 19, 1999

VIA OVERNIGHT DELIVERY

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

990805-T1

Re: Alliance Network, Inc.

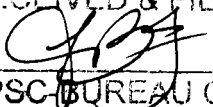
Dear Sir/Madam:

Enclosed please find one original and six (6) copies of Alliance Network, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and six (6) copies of Alliance Network, Inc.'s proposed tariff.

Alliance Network, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Alliance Network, Inc.'s stated financial capability, a copy of its balance sheet as of June 17, 1999 is attached to its application. As a reseller, Alliance Network, Inc. does not intend to make a capital investment to provide service in the State of Florida, however, Alliance Network, Inc. intends to fund the provision of service through internally generated cash flow. Alliance Network, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

RECEIVED & FILED


FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

071550 JUN 22 89

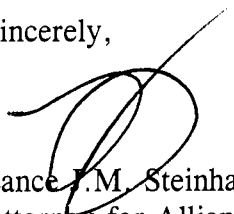
REG. RECORDS/REPTORTIN

Florida Public Service Commission
June 19, 1999
Page 2

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance J.M. Steinhart". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lance J.M. Steinhart, Esq.
Attorney for Alliance Network, Inc.

Enclosures

cc: Donald F. Angle

DEPOSIT
D156

Lance J.M. Steinhart
DATE Attorney At Law
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I also have enclosed
Service Commission to

LANCE J. M. STEINHART
ATTORNEY AT LAW
770-232-9200
6455 EAST JOHNS CROSSING, SUITE 285
DULUTH, GA 30097

2213

64-5/610 GA
821

Pay to the
Order of

Florida Public Service Commission \$ 25000

Two hundred fifty thousand

Dollars

Security features
are included.
Details on back.

NationsBank

NationsBank, N.A.

ACH R/T 081000052

For

Alliance-IXEFL

[Handwritten Signature]

2213

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

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

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

FORM PSC/CMU 31 (11/91)

Required by Commission Rule Nos. 25-24.471, 25-24.473, 25-24.480

1. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - 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.
 - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

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

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

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

Alliance Network, Inc.

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

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

**1001 Howard Avenue, Suite 3500
New Orleans, LA 70113**

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

None.

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.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.160 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.

Corporate charter number: F9900000

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

Richard A. Murdoch, Esq.
980 N. Federal Hwy., Suite 410
Boca Raton, Florida 33432

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

No.

- (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) The application;

Lance J.M. Steinhart, Regulatory Counsel
6455 East Johns Crossing, Suite 285
Duluth, GA 30097
770-232-9200

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

Donald F. Angle, President
Alliance Network, Inc.
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113
(504) 596-2001

(c) Tariff;

Lance J.M. Steinhart, Regulatory Counsel
6455 East Johns Crossing, Suite 285
Duluth, GA 30097
770-232-9200

(d) Complaints/Inquiries from customers;

Stephanie Owen, Customer Service Manager
Alliance Network, Inc.
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113
(800) 520-6531

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None

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

Applicant is in the process of filing Applications in Alabama, California, Florida, Georgia, Kentucky, Louisiana, Mississippi, New York, North Carolina, South Carolina, and Tennessee.

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

New Jersey and Texas

- (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 type="checkbox"/> Other: _____ | |

None.

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

- 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.).

Applicant will pay commissions to sales representatives.

16. Who will receive the bills for your service (Check all that apply)?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input type="checkbox"/> Other (specify): _____ | |

17. Please provide the following (if applicable):

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

Applicant's name and toll free number will appear on all end-users' bills.

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

The Company intends to direct bill customers utilizing real-time completed call detail information from its underlying carriers.

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

- A. Financial capability.

Regarding the showing of financial capability, the following applies:
The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earning.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

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

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

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

B. Managerial capability.

See Attached.

C. Technical capability.

Applicant will use the network services of its underlying carrier to provide services to customers in the State of Florida.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.482 (example enclosed).

See Attached.

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

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)

(For ex. 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 (for example to patrons of hotels, students in universities, patients in hospitals)
- Available to inmates

Services included are:

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

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

1 (or 101XXXX) + area code + number or 1-800-XXX-XXXX

21. **Other:**

**** APPLICANT ACKNOWLEDGEMENT 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 AAV 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.

UTILITY OFFICIAL:

Donald F. Angle
Signature

6/9/99
Date

Donald F. Angle

President 504-596-2001
Title Telephone No.

LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

PROPOSED TARIFF

TITLE SHEETFLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Alliance Network, Inc. ("Alliance"), with principal offices at 1001 Howard Avenue, Suite 3500, New Orleans, Louisiana 70113. This tariff applies for telecommunications services furnished within 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 the company's principal place of business.

Issued: June 21, 1999

Effective:

By:

Donald F. Angle, President
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*
26	Original*
27	Original*
28	Original*
29	Original*

* Original or Revised Sheet Included in the most recent tariff filing

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New Orleans, LA 70113

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New Orleans, LA 70113

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. 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 (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued: June 21, 1999**Effective:****By:**

Donald F. Angle, President
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New Orleans, LA 70113

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Alliance's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Alliance to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of Alliance or purchases a Alliance Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Alliance - Used throughout this tariff to mean Alliance Network, Inc., a Delaware corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Alliance for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by Alliance are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

Issued: June 21, 1999

Effective:

By:

Donald F. Angle, President
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113

-
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Alliance and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Alliance.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use and Limitations of Services

- 2.2.1 Alliance's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of Alliance's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Alliance's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued: June 21, 1999

Effective:

By:

Donald F. Angle, President
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113

-
- 2.2.4 Alliance's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Alliance does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Alliance's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued: June 21, 1999

Effective:

By:

Donald F. Angle, President
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113

-
- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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By:

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New Orleans, LA 70113

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Alliance on the Customer's behalf.
- 2.4.3 If required for the provision of Alliance's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Alliance.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Alliance and the Customer when required for Alliance personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Alliance's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Alliance's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Alliance's facilities or services, that the signals emitted into Alliance's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not

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By:

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New Orleans, LA 70113

Section 2.4.6 Continued

damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, Alliance will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Alliance equipment, personnel or the quality of service to other Customers, Alliance may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Alliance may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay Alliance for replacement or repair of damage to the equipment or facilities of Alliance caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Alliance equipment installed at Customer's premises.
- 2.4.9 If Alliance installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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New Orleans, LA 70113**

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Alliance may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due Alliance for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Alliance's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Alliance from furnishing its services.
- 2.5.2 Without incurring liability, Alliance may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Alliance's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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New Orleans, LA 70113

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- 2.5.3 Service may be discontinued by Alliance without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Alliance deems it necessary to take such action to prevent unlawful use of its service. Alliance will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2.6 Credit Allowance - Interruption of Service

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

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New Orleans, LA 70113

2.7 Deposit

The Company does not require deposits.

2.8 Advance Payments

The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

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2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except for prepaid calling cards.

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2.12 Late Charge

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charge

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXC's Prohibited

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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New Orleans, LA 70113

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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New Orleans, LA 70113

3.1.3 Timing begins when the called party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing for each call ends when either party hangs up.

3.1.4 Alliance will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1001 Howard Avenue, Suite 3500
New Orleans, LA 70113
(800) 520-6531

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By:

Donald F. Angle, President
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New Orleans, LA 70113

3.2 Continued

Any objection to billed charges should be reported promptly to Alliance or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of Alliance or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Alliance's name and toll-free telephone number will appear on the Customer's bill.

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New Orleans, LA 70113**

3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Alliance Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Alliance Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Alliance Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Alliance Prepaid Calling Card service is accessed using the Alliance toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. Alliance's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Alliance Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Alliance Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Alliance Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Alliance Prepaid Calling Card prior to termination.

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New Orleans, LA 70113

Section 3.5.4 Continued

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Alliance Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Alliance Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an Alliance Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Alliance Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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New Orleans, LA 70113

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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SECTION 4 - RATES

4.1 1+ Dialing

\$0.01392 per 6 seconds switched - InterLATA

\$0.01000 per 6 seconds switched - IntraLATA (except Daytona Beach)

\$0.02000 per 6 seconds switched - IntraLATA (Daytona Beach)

\$0.01264 per 6 seconds dedicated

A \$4.95 per month service charge applies.

Billed in six second increments.

4.2 Travel Cards

\$.0159 per 6 seconds

A \$.25 per call service charge applies.

Billed in six second increments.

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New Orleans, LA 70113

4.3 Toll Free

\$0.01289 per 6 seconds

A \$10 per month per number service charge applies.

Billed in six second increments.

4.4 Prepaid Calling Cards

\$.25 Per Telecom Unit

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New Orleans, LA 70113

4.5 Directory Assistance

\$.95 per each number requested

4.6 Returned Check Charge

\$20.00

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

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New Orleans, LA 70113

4.8 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

4.9 Employee Concessions

The Company does not offer employee concessions.

4.10 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.11 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

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Effective:

By:

Donald F. Angle, President
1001 Howard Avenue, Suite 3500
New Orleans, LA 70113

FINANCIAL INFORMATION

06/21/99

Alliance Network, Inc
Balance Sheet
 As of June 17, 1999

	Jun 17, '99
ASSETS	
Current Assets	
Checking/Savings	
1100 · Bank Account	200,000.00
Total Checking/Savings	200,000.00
Total Current Assets	200,000.00
Fixed Assets	
1400 · Total Fixed Assets	
1405 · Computer Equip	
1410 · Original Cost	3,000.00
1415 · Depreciation	-1.00
Total 1405 · Computer Eq...	2,999.00
Total 1400 · Total Fixed As...	2,999.00
1420 · Furn/Fixtures	
1425 · Original Cost	1,500.00
1430 · Depreciation	-1.00
Total 1420 · Furn/Fixtures	1,499.00
Total Fixed Assets	4,498.00
Other Assets	
1450 · APSI	62,500.00
Total Other Assets	62,500.00
TOTAL ASSETS	266,998.00
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
1500 · Due to Parent	19,605.00
Total Long Term Liabilities	19,605.00
Total Liabilities	19,605.00
Equity	
1605 · Total Equity	
1615 · DFA's Investments	204,498.00
1610 · DFA's Equity	62,500.00
Total 1605 · Total Equity	266,998.00

06/21/99

Alliance Network, Inc
Balance Sheet
As of June 17, 1999

	Jun 17, '99
Net Income	-19,605.00
Total Equity	247,393.00
TOTAL LIABILITIES & EQ...	<u>266,998.00</u>

MANAGEMENT INFORMATION

DONALD F. ANGLE, M.D.

173 GLENWOOD AVE. • HARAHAN, LA 70123 •

PHONE 504 738-6180 • FAX 504 739-9411 • E-MAIL DRDANGLE@AOL.COM

OBJECTIVE

To use significant skills in healthcare and business on an intermittent or part time basis to provide leadership in an organization that strives for excellence, and has a clinically and socially relevant purpose.

SUMMARY OF QUALIFICATIONS

- Board certified physician licensed in three states with a proven record of accomplishment building both businesses and medical practices.
- Successful physician.
- Founder and President of seven corporations and businesses as diverse as construction of multi-family residential homes to physician practice management.
- Able to practice quality medicine, lead physicians, build organizational and management teams, develop, implement, and execute a variety of business strategies.
- A nationally recognized speaker in areas of corporate health care cost containment, managed care strategies, workers' compensation risk management, and medico-legal matters of employment.
- Able to contribute a vast amount of knowledge, experience, and contacts for projects requiring a wide range of expertise in business aspects of medicine.

EDUCATION

- 1980 – 1981 University Medical Center Hospital Shreveport, Louisiana
Radiology post graduate residency training
- Left in good standing to pursue other interests.
- 1976 – 1980 Louisiana State University Medical Center Shreveport, LA
Doctor of Medicine
- 1972 – 1976 Louisiana State University Baton Rouge, Louisiana
Bachelor of Science in Zoology
- 1968 – 1972 Brother Martin High School New Orleans, Louisiana

PROFESSIONAL EXPERIENCE

- 1993 – 1997 The Company Doctor (NASDAQ:CDOC) Dallas, TX
Chairman of the Board of Directors, President, Chief Executive Officer
- Founded company as merger of two occupational medicine practices; grew practice to 11 locations in three states, publicly traded, with revenue of \$12 Million annually.

- Riverside Community Hospital Bossier City, LA. 1983 – 1990
- (Chief of hospital medical staff 1989)
- Louisiana Downs Race Track 1985 - 1990

1984 – 1986 CrestMed, Inc. Shreveport, LA
Executive Vice President, Medical Director

- Company developed and managed five minor emergency centers in Louisiana.
- First medical provider recruited to organization by real estate development firm interested in expanding base of commercial properties.
- Developed all aspects of clinical care including recruiting of all professional staff and development of all policies and procedures, and training programs.
- Directed clinical services to private patients.
- Assisted business manager with responsibilities.

1983 – 1985 Physician Rx. Services, Inc. Shreveport, LA
President

- Co-founded home health and nursing staffing company.
- Sold interest to co-founding partner.

1974 – 1984 Angle Construction Louisiana
Principal

- Founded company involved in residential renovations and new single and multifamily residential construction.
- Successfully developed multifamily residential townhouse community.
- Responsible for all phases of business from land acquisition, subdivision designation and zoning, installation of street and utilities, to marketing and sales.

LICENSURE AND CERTIFICATIONS

Licensed to practice medicine unrestricted :

Louisiana #15530; Texas #J0904; and Arkansas #E0519

DEA License #AA9439678

Board Certified in Emergency Medicine by American Board of Emergency Medicine.

Certified Medical Review Officer by American College of Certified Medical Review Officers.

G. LENN BROWN
6672 Vicksburg Street
NEW ORLEANS, LA 70124
504/484-7101

EDUCATION

Attended Phoenix College & Arizona State University 1971-1974

PROFESSIONAL EXPERIENCE

Bankers Life Nebraska - Insurance agent specializing in individual life, health, disability and retirement income products. 1971-1973

CNA Insurance Company - Agency Manager for Group Division focusing on health, life and disability income insurance. 1973-1975

Mass Marketing Agency, Inc. - Owner of independent insurance agency specializing in payroll deduction mass markets through public, private employer groups, association and unions. 1975-1979

Pacific Association Administrators - President of association administration firm specializing in providing insurance and non-insurance benefit programs to affinity groups including consumer discount programs. 1979-1984

California Healthlink - President of Preferred Provider Organization (PPO) network of physicians, surgeons, hospitals and health care facilities serving southern California and under contract with major health insurance companies. 1984-1987

ProMark - Owner of national advertising and marketing agency specializing in group cooperative advertising for doctors, lawyers and other professional groups. 1987-1992

First American Group Purchasing Association - Executive Director of group purchasing association for small business and affinity groups. 1992-1995

Communications 2000 - Executive Vice President of ICP, Integrated Communications Provider offering local, long distance, wireless, paging and Internet products to consumers and business customers. 1995 - Present.

**Resume
For
Brian E. Stentz**

P.O. Box 2165
Harvey, LA 70059
(504) 366-1562 e-mail: Bestentz@aol.com

EXPERIENCE:

March 1998 – Present
Communications 2000

National Sales Manager

Primary duties to establish a national sales organization. Recruiting and training of agents for telecommunication sales. Contact vendors to establish line of products and services to be offered for sale. Final approval of all contracts, and technical approval of all networks. Approval of commission and expense payments to agents and Regional Vice-Presidents.

June 1995 – March 1998
Voice-Com Technologies Inc.

President

Primary duties are to establish a new company, set up customer base, develop technical contractor support, and establish line of credit with bank and with vendors. Contact vendors to establish line of products to be offered for sale. Final approval of all contracts, and technical approval of all systems. Territory established in Southeast Louisiana and Gulf Coast of Mississippi. Responsible for design, sale, installation and maintenance of telephone and data communications systems.

August 1991- June 1995
Business Communications Distributors Inc.

Senior Account Executive

Primary duties were to establish a voice/data communications market in Southeast Louisiana. Established contracts with the State of Louisiana, local government agencies and major corporations. Established contacts with vendors to evaluate product lines and negotiate contracts to become resellers. Initiated the addition of data communications equipment sales to the overall marketing strategy.

February 1987 – July 1991
AT&T General Business Systems

Account Executive

Primary duties involved designing and selling telecommunications systems to small and medium businesses. Authorized to price commitments and as to timetable of installation of new equipment. Managed the market area of Jefferson Parish, Lafourche Parish, Terrebonne Parish, and St. Mary parish in Southeast Louisiana.

October 1984 – January 1987
Gulf Wandes Inc.

Sales Representative

Primary duties involve professional sales work using detailed knowledge of plastic pipe and structural fiberglass material in determining customer's requirements of company's products and services. Authority to commit on prices and delivery. Prepare price quotations, sales orders, make field drawings of customer's requirements for units. Assist customer in planning and purchase of company's products to meet customer's budgetary and inventory needs. Coordinate sales and service within company including delivery and payment. Includes established and new accounts in the metropolitan New Orleans, Southeast Louisiana, and South Mississippi areas.

September 1981 – September 1984
Industrial Air & Hydraulics Inc.

Sales Representative

Primary duties involve professional sales work using detailed knowledge of fluid power characteristics in determining customer's requirements of company's products and services. Authority to commit on prices and delivery, prepare price quotations, sales orders, make field drawings of customer's requirements for units, equipment, pumps motors, filters, and other hydraulic products. Assist customer in planning and purchase of company's products to meet customer's budgetary and inventory needs. Coordinate sales and services within company including delivery and payment. Includes established and new accounts in the metropolitan New Orleans, Houma, Thibodaux, and South Mississippi areas.

July 1977 – August 1981
Triplex Inc.

Inside Sales/Purchasing Agent

Primary duties receive incoming sales calls, order entry and purchasing of inventory and special items. Established a purchasing department and inventory control methods.

January 1972 – July 1977
Retail

Management

Various retail management positions, ranging from assistant manager in a small clothing store to assistant buyer for a chain of department stores.

EDUCATION:

College

BS Degree in Business Administration
Nicholls State University
Thibodaux, LA
1978

Professional

AT&T Professional Selling Skills I & II - 1987
Technical Training and Certification on Multiple Manufacturer's
Telecommunications Equipment – 1987, 1990, 1992, 1993, 1995, 1997

DEPOSIT

D156

DATE

JUN 22 1999

Lance J.M. Steinhart

Attorney At Law

6455 East Johns Crossing

Suite 285

Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

June 19, 1999

VIA OVERNIGHT DELIVERY

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

990805-71

Re: Alliance Network, Inc.

Dear Sir/Madam:

Enclosed please find one original and six (6) copies of Alliance Network, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and six (6) copies of Alliance Network, Inc.'s proposed tariff.

Alliance Network, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Alliance Network, Inc.'s stated financial capability, a copy of its balance sheet as of June 17, 1999 is attached to its application. As a reseller, Alliance Network, Inc. does not intend to make a capital investment to provide service in the State of Florida, however, Alliance Network, Inc. intends to fund the provision of service through internally generated cash flow. Alliance Network, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public

LANCE J. M. STEINHART
ATTORNEY AT LAW
770-232-9200
6455 EAST JOHNS CROSSING, SUITE 285
DULUTH, GA 30097

2213

DATE 6/19/99

64-5/610 GA
821

Pay to the Order of Florida Public Service Commission \$ 250.00

Two hundred fifty & 00/100 Dollars

Security features
are included.
Details on back.

NationsBank

NationsBank, N.A.

ACH R/T 061000152

For Alliance-IXEP

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DOCUMENT NUMBER-DATE

07559 JUN 22 99

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