

LAW OFFICES  
WOLF, BLOCK, SCHORR AND SOLIS-COHEN

**ORIGINAL**

212 LOCUST STREET  
SUITE 300  
HARRISBURG, PA 17101-0213

(717) 237-7160  
FACSIMILE: (717) 237-7161

JEANINE SCHLEIDEN  
DIRECT DIAL: (717) 237-7189  
E-MAIL: JSCHLEIDEN@WOLFBLOCK.COM

August 20, 1999

**VIA FEDERAL EXPRESS**

991188-T1

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, FL 32399-0850

RE: Application Form for Authority to Provide Interexchange  
Telecommunications Service Within the State of Florida  
and Proposed Telecommunications Tariff for TeleBeam,  
Incorporated

Dear Sir or Madam:

Enclosed for filing please find an original and seven copies of a completed Application Form for Authority to Provide Interexchange Telecommunication Service Within the State of Florida, along with a proposed telecommunications tariff (Exhibit E) submitted on behalf of TeleBeam, Incorporated.

In addition, enclosed please find a duplicate of this filing and a self-addressed, pre-paid envelope. TeleBeam respectfully requests that the duplicate be date-stamped upon receipt and returned in the enclosed envelope.

RECEIVED & FILED

*[Signature]*  
FPSC BUREAU OF RECORDS

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 AUG 23 AM 9:58  
MAIL ROOM

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

Initials of person who forwarded check:  
*[Signature]*

DSH:18406.1

DOCUMENT NUMBER-DATE

10065 AUG 23 99

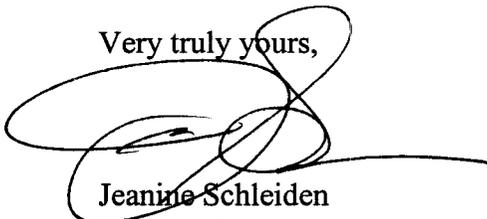
PHILADELPHIA, PA • NEW YORK, NY • BLUE BELL, PA • CAMDEN, NJ • NORRISTOWN, PA • WILMINGTON, DE

FPSC-RECORDS/REPORTING

Florida Public Service Commission  
August 20, 1999  
Page 2

If you have any questions or require additional information, please contact me immediately. Thank you for your time and assistance in this matter.

Very truly yours,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Jeanine Schleiden

For WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP

JS/jlc  
Enclosures

LAW OFFICES  
WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP

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HARRISBURG, PA 17101-0213

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August 20, 1999

**VIA FEDERAL EXPRESS**

DEPOSIT	DATE
D190	AUG 23 1999

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, FL 32399-0850

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JS

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MAIL ROOM  
99 AUG 23 AM 9:58  
RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

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

**ORIGINAL**

**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., Gerald Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(850) 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., Gerald Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6251**

DOCUMENT NUMBER-DATE

**10065 AUG 23 88**

FPSC-RECORDS/REPORTING

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 an uncertificated company).

**Approval for transfer of control** (To another certificated company).

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

**TeleBeam, Incorporated**

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

**TeleBeam, Incorporated**

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

**467 East Beaver Avenue  
State College, PA 16801**

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

N/A

7. Structure of organization; check which applies.

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Corporation |
| <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.

N/A

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

N/A

(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.

N/A

(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.

N/A

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: 072100000032

**See Florida Foreign Corporation Registration attached as Exhibit A.**

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

**Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301**

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

Fictitious name registration number:           N/A          

- (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.**

- (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.

**None.**

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

(a) The application;

**Alan C. Kohler**  
**Jeanine Schleiden**  
**Wolf, Block, Schorr and Solis-Cohen LLP**  
**212 Locust Street, Suite 300**  
**Harrisburg, PA 17101**  
**(717) 237-7160 (p)**  
**(717) 237-7161 (f)**

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

**Mark J. Fetterolf, Senior V. P. Operations**  
**TeleBeam, Incorporated**  
**467 East Beaver Avenue**  
**State College, PA 16801**

(c) Tariff;

**Alan C. Kohler**  
**Jeanine Schleiden**  
**Wolf, Block, Schorr and Solis-Cohen LLP**  
**212 Locust Street, Suite 300**  
**Harrisburg, PA 17101**  
**(717) 237-7160 (p)**  
**(717) 237-7161 (f)**

(d) Complaints/Inquiries from customers;

**Mark J. Fetterolf, Senior V.P. Operations**  
**TeleBeam, Incorporated**  
**467 East Beaver Avenue**  
**State College, PA 16801**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

**Pennsylvania**

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

**None. But Applicant is filing, simultaneously with this Application, applications to provide switchless resale service in Washington and in Michigan.**

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

**Maryland, Virginia, New York, Nevada, Colorado**

- (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:  
Check which applies.

**Currently, Applicant does not have any plans to provide services to other Certificated telephone companies. Applicant intends to provide dedicated services to business customers.**

- Facilities.  Operators.  
 Billing and Collection.  Sales.  
 Maintenance.  
 Other: \_\_\_\_\_

13. Do you have a marketing program?

**No.**

14. Will your marketing program:

**N/A**

- 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.).

N/A

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

- |  |   |
|--|---|
| <input 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?

**The Applicant's name will appear on the bills for Applicant's services.**

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

**Applicant will bill for its services.**

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

A. Financial capability.

**Applicant is financially qualified to provide the services described herein. Applicant, through its former operating subsidiaries (Smart Choice Long Distance, Inc. and North American Communications, Inc.) which have recently merged with it, brings a record of high quality service at reasonable rates in several states and takes pride in its record of customer satisfaction. As reflected in the financial records attached as Exhibit B, Applicant is well financed and has a record of healthy profitability which supports its financial fitness to provide telecommunications services in the State of Florida.**

**A written explanation further supporting Applicant's financial capability is attached as Exhibit C. Further, Applicant will not own or lease any facilities or equipment in Florida.**

B. Managerial capability and Technical capability.

**Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein, Applicant submits the resumes of its current corporate officers as Exhibit D.**

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).

**Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's proposed tariff attached as Exhibit E.**

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. no 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+ /800/ 888**

22. \_\_\_\_\_ **Other:**

**\*\* 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 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:**

  
\_\_\_\_\_  
Mark J. Fetterolf

\_\_\_\_\_  
Senior V.P. Operations  
Title

8-17-99  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(814) 238-0000  
Telephone No.

Exhibit A



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 23, 1999

CSC  
ATTN: TAMARA ODOM  
\*\*

WALK-IN,

Qualification documents for TELEBEAM, INCORPORATED were filed on July 22, 1999 and assigned document number F99000003771. Please refer to this number whenever corresponding with this office.

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

A corporation 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 corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Nanette Causseaux  
Corporate Specialist Supervisor  
Division of Corporations

Letter Number: 199A00037717

Account number: 072100000032

Account charged: 70.00

### APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. TeleBeam, Incorporated  
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware 3. 25-1791552  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. June 5, 1996 5. Perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. upon filing  
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 467 East Beaver Avenue  
State College, PA 16801  
(Current mailing address)

8. Telecommunications sales  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

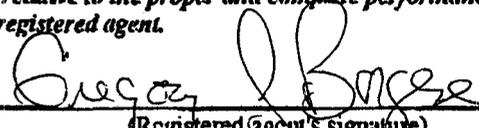
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box **NOT** acceptable)

Name: Corporation Service Company  
Office Address: 1201 Hays Street  
Tallahassee, Florida, 32301  
(Zip code)

FILED  
99 JUL 22 PM 4:56  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, 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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By:   
(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address **ONLY** - P.O. Box **NOT** acceptable)

**A. DIRECTORS (Street address only - P.O. Box NOT acceptable)**

Chairman: Ara M. Kervandjian  
Address: 467 East Beaver Avenue  
State College, PA 16801

Vice Chairman: \_\_\_\_\_  
Address: \_\_\_\_\_

Director: Thomas Daley  
Address: 1653 Circleville Road  
State College, PA 16801

Director: Fred Sahakian  
Address: 467 East Beaver Avenue  
State College, PA 16801

**B. OFFICERS (Street address only - P.O. Box NOT acceptable)**

President: Ara M. Kervandjian  
Address: 467 East Beaver Avenue  
State College, PA 16801

Vice President: Hrach Kervandjian  
Address: 467 East Beaver Avenue  
State College, PA 16801

Secretary: Melinda Kenepf  
Address: 467 East Beaver Avenue  
State College, PA 16801

Treasurer: Melinda Kenepf  
Address: 467 East Beaver Avenue  
State College, PA 16801

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Ara M. Kervandjian, President/CEO/Chairman  
(Typed or printed name and capacity of person signing application)

## ADDITIONAL DIRECTORS

Robert Mitinger, Director  
834 Shamrock Avenue  
State College, PA 16801

Joseph Paterno, Director  
830 McKee Street  
State College, PA 16801

Henry Sahakian, Director  
PO Box 673  
State College, PA 16804

Bruce Heim, Director  
1600 Fox Hollow Road  
State College, PA 16801

Fred Nicholas  
208 West Hamilton Avenue  
State College, PA 16801

Fred Thompson  
1440 Willowbrook Drive  
State College, PA 16801

Exh. B

## SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The selected historical consolidated financial data presented below is derived from the consolidated financial statements of the Company for the two-year period ended December 31, 1996 and 1997 which have been audited by Arthur Andersen LLP, and for the year ended December 31, 1998 which have been audited by Ernst & Young LLP, independent public accountants (the "consolidated financial statements").

### Year Ended December 31,

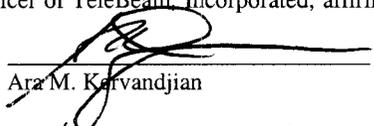
(in thousands, except per share data)	1996	1997	1998
<b>Operating Data:</b>			
Revenues			
Communication services	\$ 2,745	\$ 2,415	\$ 13,571
Video programming (2)	-	283	452
Other .....	178	422	491
Total revenues	2,923	3,121	14,515
Costs and expenses			
Communication services (5)	1,691	1,508	6,623
Programming fees .....	-	59	125
Field service	242	304	769
Depreciation and amortization ...	145	252	849
Selling, general and administrative ...	591	797	4,566
Other costs .....	-	-	152
Interest expense, net .....	46	(50)	863
Total costs and expenses .....	2,715	2,870	13,947
Earnings before income taxes .....	208	251	568
Income tax expense .....	70	89	238
Net earnings .....	\$ 138	\$ 162	\$ 330
Net earnings per share .....	\$ 0.04	\$ 0.03	\$ 0.05
Weighted average common and common equivalent shares outstanding .....	3,757	6,235	6,941
Earnings before interest, taxes and depreciation and amortization (EBITDA)	\$ 399	\$ 453	\$ 2,280

### As of December 31,

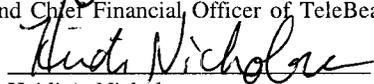
(in thousands)	1996	1997	1998
<b>Balance Sheet Data:</b>			
Cash and cash equivalents .....	\$ 362	\$ 75	\$ 916
Working capital .....	208	258	625
Total assets .....	2,987	3,772	19,288
Long-term debt, less current maturities .....	443	5	12,387
Stockholders' equity .....	1,625	2,248	3,078

- (1) On March 10, 1998, the Company purchased all of the stock of North American Communications, Inc. Results for the year ended December 31, 1998 includes nine months plus twenty-one days of operating results for NAC.
- (2) The Company began the commercial operation of its private cable television service on January 15, 1997.
- (3) Includes amortization of excess purchase price allocated to goodwill (approximately \$10 million) over 25 years.
- (4) Reflects an increase in interest expense related to the acquisition debt.
- (5) Includes local and long distance access and commissions expenses.

I, Ara M. Kervandjian, President and Chief Executive Officer of TeleBeam, Incorporated, affirm that the above financial information is true and correct as of August 9, 1999.

  
Ara M. Kervandjian

I, Heidi A. Nicholas, Senior Vice President of Finance and Chief Financial Officer of TeleBeam, Incorporated, affirm that the above financial information is true and correct as of August 9, 1999.

  
Heidi A. Nicholas

Exh. C

TeleBeam, Inc. has shown steady growth in revenues and net income over the three year period ended December 31, 1999. Revenues have increased from \$2.9 million in 1996 to \$14.5 million in 1998 and net income increased from \$0.1 million to \$0.3 million over the same period. Total assets increased from \$2.9 million at the end of 1996 to \$19.3 million at the end of 1998 and stockholders' equity increased from \$1.6 million to \$3.1 million over the same period. Based on the income statement and balance sheet data presented in Exhibit B, TeleBeam has demonstrated that it has sufficient financial capability to provide and maintain interexchange telecommunications services throughout the State of Florida.

Exh. D

**Ara M. Kervandjian** founded the Company and has been the Chairman, President and Chief Executive Officer of the Company since June 1996. Previously, Mr. Kervandjian served the Company in the capacity of Executive Vice President, and President and Chief Executive Officer since November 1992. He has been the President and Chief Executive Officer of the Company's subsidiaries since their respective dates of incorporation. In addition, Mr. Kervandjian has served as a director of Unico Corporation since November 1997, and as a director of SHI, Inc. since April 1992. Mr. Kervandjian was the Executive Vice President for First Capital Real Estate Corporation, from October 1989 to April 1992. Mr. Kervandjian is the recipient of the 1997 Ernst & Young LLP Entrepreneur of the Year Award in Communications for Central Pennsylvania.

**Hrach Kervandjian** is the co-founder of the Company and has served as Executive Vice President of the Company and its subsidiaries since June 1996. Previously, Mr. Kervandjian served the Company in the capacity of Vice Chairman, Chairman of the Board and President since November 1992. Prior to founding the Company, Mr. Kervandjian served as President for Caravan Enterprises, Inc. from February 1957 to November 1991.

**Heidi A. Nicholas** has been the Senior Vice President of Finance and Chief Financial Officer of the Company since January 1998. Previously, Ms. Nicholas served as Corporate Strategy and Development Vice President for Pacific Telesis Group in San Francisco, California from March 1996 to November 1997. In that capacity, Ms. Nicholas was responsible for the formation of joint ventures and merger and acquisition activities for the Pacific Telesis Group until the time of its sale to SBC Communications. Prior to March 1996, Ms. Nicholas held the following positions at Pacific Telesis Group: Executive Director of Corporate Development from July 1994 to March 1996 and Director of Corporate Development from December 1993 to July 1994. Prior to her tenure at Pacific Telesis, Ms. Nicholas held positions in finance and investment banking at Houlihan Lokey Howard & Zukin Inc., Dean Witter Reynolds Inc. and Cargill, Inc.

**Mark J. Fetterolf** has been the Senior Vice President of Operations of the Company since June 1998. Previously, Mr. Fetterolf had served as the Company's Vice President of Operations since June 1996. Mr. Fetterolf joined the Company in August 1994 and has been involved with the development and growth of the Company's various operations. Prior to joining the Company, he was the Director of Operations with the New Jersey Nets basketball organization from August 1993 to January 1994. Mr. Fetterolf served four years with the United States Marine Corps and was honorably discharged in July 1989.

**Melinda K. Kenepf** has been the Vice President of Finance and Controller for the Company since November 1994. Ms. Kenepf is responsible for the daily financial and accounting operations of the Company's existing lines of business and budgeting. Previously, Ms. Kenepf was a Senior Accountant with Boles, Grove and Metzger, P.C., from February 1991 until November 1994. Ms. Kenepf also was a Supervisor of Loan Accounting and Assistant Treasurer of Chase Manhattan Leasing Company from March 1987 to January 1991. Ms. Kenepf is a Certified Public Accountant (CPA) and a member of the American Institute of Certified Public Accountants and the Pennsylvania Institute of Certified Public Accountants.

**Jeffery C. Almoney** has been the Senior Vice President of Computing and Chief Information Officer for the Company since May 1998. Previously, Mr. Almoney served as Director of Advanced Information Technologies at the Pennsylvania State University from July 1991 to May 1998, Assistant Director of Advanced Projects from September 1988 to July 1991 and Lead System Developer from March 1985 to September 1988. During his tenure at Penn State, Mr. Almoney designed and built computing systems that currently support over 140,000 users on the Internet. Mr. Almoney also served Penn State as Director of Applications Development for the Internet 2 project. Prior to his tenure with Penn State, Mr. Almoney was a Managing Staff Member at International Business Machines Thomas J. Watson Jr. Research Center from October 1981 to March 1985, where he focused on high performance computing and networking solutions.

**Kirk R. Fielder** has been the Senior Vice President of Sales and Marketing for the Company since June 1998. Previously, Mr. Fielder served as a Strategic National Account Manager for MCI Telecommunications Corporation from April 1989 to June 1998. During his extensive tenure with MCI, Mr. Fielder was responsible for the sales and implementation of a wide array of telecommunications services including prepaid phone cards, private voice and data networks, call center services, advanced routing services, frame relay and Internet services and was personally responsible for generating over \$75 million in revenue for MCI.

**Phillip Pishioneri** has been the Vice President of Internet for the Company since August 1998. Previously, Mr. Pishioneri served as a Systems Analysis Specialist at the Cornell Theory Center from April 1993 through August 1998, which during that time, was one of only four National Science Foundations sponsored supercomputing centers. Mr. Pishioneri was a system design architect of the organization's network and high-end computing platforms, and performed performance monitoring and enhancements of its entire computing complex. Mr. Pishioneri has extensive experience in developing Internet platforms for large corporate and academic institutions.

**Daniel Ehrlich** has been the Vice President of Management Information Systems for the Company since August 1998. Previously, Mr. Ehrlich spent twelve years as the Senior Systems Analyst for the Department of Computer Science and Engineering (CS&E) at the Pennsylvania State University. During his tenure at Penn State, Mr. Ehrlich designed and built computing and network systems to support the teaching and research objectives of the CS&E department. These systems support approximately 150 faculty and staff, along with 2000 graduate and undergraduate students. Prior to Penn State, Mr. Ehrlich was a Senior Systems Analyst/Programmer at Schlumberger Limited's Schlumberger-Doll Research center for five years where he worked on several advanced "well log" interpretation systems.

**Sanjay Hiranandani** has been the Vice President of Advanced Technology Systems for the Company since August 1998. Previously, Mr. Hiranandani played a leadership role in designing and architecting high performance data communications networks as a Senior Network architect for Cornell University, leading efforts to design and architect a high-performance switched campus-wide network to be built around a backbone running at multiple gigabit speeds. Mr. Hiranandani led efforts to provide high-speed wide-area connectivity to the University, and represented Cornell in the Internet 2 initiative to connect over a hundred research universities across the United States. As Cornell's representative on the NYSERNet 2000 Engineering Working Group, Mr. Hiranandani

played a key role in the planning and the design of a high performance network backbone across New York State to provide high-speed data, voice, and video connectivity between research institutions in the State.

*Troy A. Knecht* has been the Vice President of Technical Operations for the Company since July 1996. Mr. Knecht is directly responsible for overseeing the entire system deployment and network construction of both the Company's telephony and video operations. Previously, Mr. Knecht held positions with Broadband Networks, Inc., as a Fiber Optic/RF Electronics Technician from October 1995 to July 1996. From September 1994 to July 1995, TKR Cable of Louisville, Kentucky employed Mr. Knecht, as a Headend Electronics Technician. Mr. Knecht also was a prime participant in Time Warner Cable's development of their "full service" network upgrade in Orlando, Florida from October 1991 to July 1994. During his employment with Time Warner Cable, Mr. Knecht received Time Warner's Total Quality Service Employee of the Year Award for 1993. Mr. Knecht's other career attributes include graduating with honors from the United States Naval Nuclear Power School and graduating second in his class from the United States Naval Nuclear Electronics Technician "A" School.

Exh. E

**TITLE SHEET**

**FLORIDA**

**TELECOMMUNICATIONS TARIFF**

**OF**

**TELEBEAM, INCORPORATED**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by TeleBeam, Incorporated (hereinafter "TeleBeam" or "the Company") with principal offices at 467 East Beaver Avenue, State College, PA 16801. This tariff applies for 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.

**The Company's Toll-Free Telephone Number:**

**(888) 322-BEAM**  
**(888) 322-2326**

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Issued: August 23, 1999

Effective: \_\_\_\_\_

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467 East Beaver Avenue  
State College, Pennsylvania 16801

**CHECK SHEET**

The sheets listed below, which are inclusive 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 at the bottom of this page.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original *	26	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 *		

\* Indicates new or revised sheet with this filing

Issued: August 23, 1999

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**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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Issued: August 23, 1999

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**TARIFF FORMAT SHEETS**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the check sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).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 FPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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 file with the FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to TeleBeam's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call, the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

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Issued: August 23, 1999

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company or TeleBeam - TeleBeam, Incorporated, the issuer of this tariff.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FPSC - Florida Public Service Commission or "Commission."

Holidays - The Company's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

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Issued: August 23, 1999

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Maryland.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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Issued: August 23, 1999

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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Issued: August 23, 1999

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

Service is offered to business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of the contract shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week. The selling of IXC telecommunications services to uncertificated IXC resellers is prohibited.

**2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** TeleBeam reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and facilities provided under this tariff are directly or indirectly controlled by TeleBeam, and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Limitations, (Cont'd.)**

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.2.6** Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of Company**

**2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**2.4.2** The liability of the Company, if any, for damages 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** TeleBeam shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over TeleBeam or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over TeleBeam or the acts of any party not directly under the control of TeleBeam.
- 2.4.4** TeleBeam is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should TeleBeam employ the service of any Other Common Carrier in furnishing the service provided to Customer, TeleBeam's liability shall be limited according to the provisions stated above.
- 2.4.5** TeleBeam shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using TeleBeam's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of TeleBeam's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company, (Cont'd.)**

**2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

**2.5 Deposits**

The Company does not normally require deposits from customers. Deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available; and if/when company encounters such a customer, company will post a bond or request a waiver of the bond requirement as required under Florida rules at that time.

**2.6 Advance Payments**

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

**2.7 Taxes**

All federal excise taxes, and state and local sales, Florida Gross Receipts Tax, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 3 of this tariff.

**2.8 Payment for Service****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment for Service, (Cont'd.)****2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment for Service, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (G) TeleBeam will not bill for unanswered calls in areas where Equal Access is available, nor will TeleBeam knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, TeleBeam will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (H) In the event the Customer is over billed, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe the over billed amount. If the Customer is under billed, the Customer is allowed to either pay in lump sum or in installments.

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of TeleBeam are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact TeleBeam directly. If there is still a disagreement about the disputed amount after investigation and review by TeleBeam or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the FPSC.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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Effective: \_\_\_\_\_

Issued by: Mr. Ara M. Kervandjian, President  
467 East Beaver Avenue  
State College, Pennsylvania 16801

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks Reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Toll Free Numbers**

TeleBeam will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Responsibilities of the Subscriber**

**2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.

**2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by TeleBeam on the Subscriber's behalf.

**2.19 Responsibilities of the Subscriber, (Cont'd.)**

**2.19.3** If required for the provision of TeleBeam's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to TeleBeam.

**2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and TeleBeam when required for TeleBeam personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of TeleBeam's Services.

**2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with TeleBeam's facilities or services, that the signals emitted into TeleBeam's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

**2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to TeleBeam's equipment, personnel, or the quality of Service to other Subscribers or Customers, TeleBeam may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, TeleBeam may, upon written notification, terminate the Subscriber's service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Responsibilities of the Subscriber, (Cont'd.)**

**2.19.7** The Subscriber must pay TeleBeam for replacement or repair of damage to the equipment or facilities of TeleBeam caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

**2.19.8** The Subscriber must pay for the loss through theft or fire of any of TeleBeam's equipment installed at Subscriber's premises.

**2.20 Responsibilities of Authorized Users**

**2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.

**2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

**2.20.3** The Authorized User is responsible for providing TeleBeam with a valid method of billing for each call. TeleBeam reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or TeleBeam may refuse to place the call.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES****3.1 General**

TeleBeam Incorporated offers outbound long distance and in-bound toll free services to its customers. Rates for these services vary by product. All TeleBeam services are available 24 hours a day, seven days a week.

**3.2 Determination of Call Duration and Timing of Calls**

**3.2.1** For Direct Dialed Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.

**3.2.2** Chargeable time ends when the connection is terminated.

**3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.

**3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in Section 3 of this tariff.

**3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, TeleBeam will reasonably issue credit for the call.

**3.2.6** Billing Increments vary by product and are specified in Section 3 of this tariff.

**3.3 Call Completion Rate**

A customer can expect a call completion rate of not less than 90% during peak use periods for all FGD services (1+ dialing).

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.5 Omni-WATS**

Omni-WATS is a high-volume, bulk rate long distance service utilizing switched access arrangements between the Customer's premises and the Company's facilities for call origination. Call termination is completed via LEC switched access arrangements. Calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds.

**3.5.1 Usage Rates**

	Initial 6 Sec. Period	Each Additional 6 Sec. Period
Day Rates	\$0.062	\$0.062
All other times	\$0.062	\$0.062

In addition to the above usage rates, the Company may assess a surcharge, which shall be a percentage, not to exceed 6%, of the Customer's monthly per minute usage. In no case, however, shall the total usage charges to the customer exceed the highest allowable rate permitted by state law. This surcharge will be billed as a separate line item on the Customer's bill.

**3.6 Omni-Toll Free**

Omni-Toll Free (8xx service) is an inbound WATS services providing toll-free calling for the originating party. Switched access is provided at both the originating and terminating ends. Calls are billed in six (6) second increments after an initial period, for billing purposes, of six (6) seconds.

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**SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)****3.6 Omni-Toll Free, (Cont'd.)****3.6.1 Usage Charges, (cont'd.)**

	Initial 30 Sec. Period	Each Additional 6 Sec. Period
Day Rates	\$0.066	\$0.066
All other times	\$0.066	\$0.066

In addition to the above usage rates, the Company may assess a surcharge, which shall be a percentage, not to exceed 6%, of the Customer's monthly per minute usage. In no case, however, shall the total usage charges to the customer exceed the highest allowable rate permitted by state law. This surcharge will be billed as a separate line item on the Customer's bill.

**3.6.2 Monthly Recurring Charge**

The following monthly recurring charges for service apply as indicated. The charges are in addition to any usage charges (cost per minute) for this service. The charges are billed to the customer one month in advance.

Monthly Recurring Charge \$95.00 per T-1 network access fee.

LEC Pass through charge for local loop if local loop is provided by TeleBeam.

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**4.2 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Florida law and Commission regulations.

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. These promotions will be approved by the FPSC with specific starting and ending dates.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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**\*\* EXHIBIT F \*\***

**CERTIFICATE TRANSFER STATEMENT**

**N/A**

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-  
mention certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

Exh. F

**\*\* EXHIBIT G \*\***

**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): (✓)

- (✓) **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:**

Mark J Fetterolf  
Signature  
Mark J Fetterolf

8-17-99  
Date

Senior V.P. Operations  
Title

(814) 238-0000  
Telephone No.

Exh. H

**\*\* EXHIBIT H \*\***

**INTRASTATE NETWORK**

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

N/A

1)

2)

3)

4)

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

N/A

1)

2)

3)

4)

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

N/A

POP-to-POP

TYPE

OWNERSHIP

1)

2)

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.

**Applicant is proposing to provide originating service for hire to additional business customers statewide within thirty (30) days of the effective date of the certificate.**

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).

**Applicant will be providing interexchange services statewide over resold facilities, and Applicant will not be providing operator services. As such, Applicant will not be changing or augmenting the dialing pattern of end users for 0+ local or 0- calls.**

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has (✓) or has not ( ) 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?

**Inbound and Outbound services for hire have been provided since about June 17, 1999 over a facility dedicated "exclusively to a company which is excluded from the definition of a telecommunications company under [Fla. Stat. §364.02(12)]." (Fla. Stat. §364.02(12)(b)) This single, dedicated facilities customer is not a telecommunications company, and as such, its operations are exempt from Commission regulation under Fla. Stat. §364.02(12)(b).**

- b) If the services are not currently offered, when were they discontinued?

**Services for hire are still offered exclusively to this one business customer under Fla. Stat. § 364.02(12)(b).**

**UTILITY OFFICIAL:**

  
Signature  
Mark J. Fetterolf

8-17-99  
Date

Senior V.P. Operations  
Title

(814) 238-0000  
Telephone No.

Exh. I

**\*\* EXHIBIT I \*\***

**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.

TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West 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.
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:	Boynton 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.

LAW OFFICES  
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991188-TL

August 20, 1999

**VIA FEDERAL EXPRESS**

DEPOSIT                      DATE  
D1 90                      AUG 23 1999

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, FL 32399-0850

RE: Application Form for Authority to Provide Interexchange  
Telecommunications Service Within the State of Florida  
and Proposed Telecommunications Tariff for TeleBeam,  
Incorporated

Dear Sir or Madam:

Enclosed for filing please find an original and seven copies of a completed Application Form for Authority to Provide Interexchange Telecommunication Service Within the State of Florida, along with a proposed telecommunications tariff (Exhibit E) submitted on behalf of TeleBeam, Incorporated.

Send duplicate of this filing and a self-addressed pre-paid

<b>WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP</b>		PNC Bank, N.A.	CHECK NO. 214859
1650 ARCH STREET PHILADELPHIA, PA 19103-2097		New Jersey	Date 08/05/99
Pay Exactly		TWO HUNDRED FIFTY AND 00/100 DOLLARS	Amount \$ 250.00
PAY TO THE ORDER OF		Florida Public Service Commission	NOT VALID AFTER 6 MONTHS