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ORIGINAL

Austin  
Cleveland  
Columbus  
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San Antonio

San Diego  
San Francisco  
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Woodland Hills  
*Affiliated Offices*  
Brussels, Belgium  
Geneva, Switzerland

DEPOSIT

DATE

D 8 0 9

JUL 15 1998

July 14, 1998

*Via Fed Ex*

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

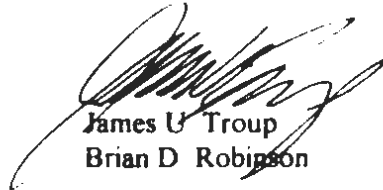
780896-TI

Dear Sir or Madam:

CommuniGroup, Inc., by its attorneys, hereby submits and original and six copies of its Application Form for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Please find a firm check, payable to the Florida Public Services Commission in the amount of \$250 00 to cover the required filing fee

Acknowledgment and date of receipt of this filing is respectfully requested. A duplicate copy of the filing marked "stamp and return" along with a stamped, self-addressed envelope is provided for this purpose. Should you have questions concerning this matter, please contact Brian Robinson at (202) 775-7126

Very truly yours,

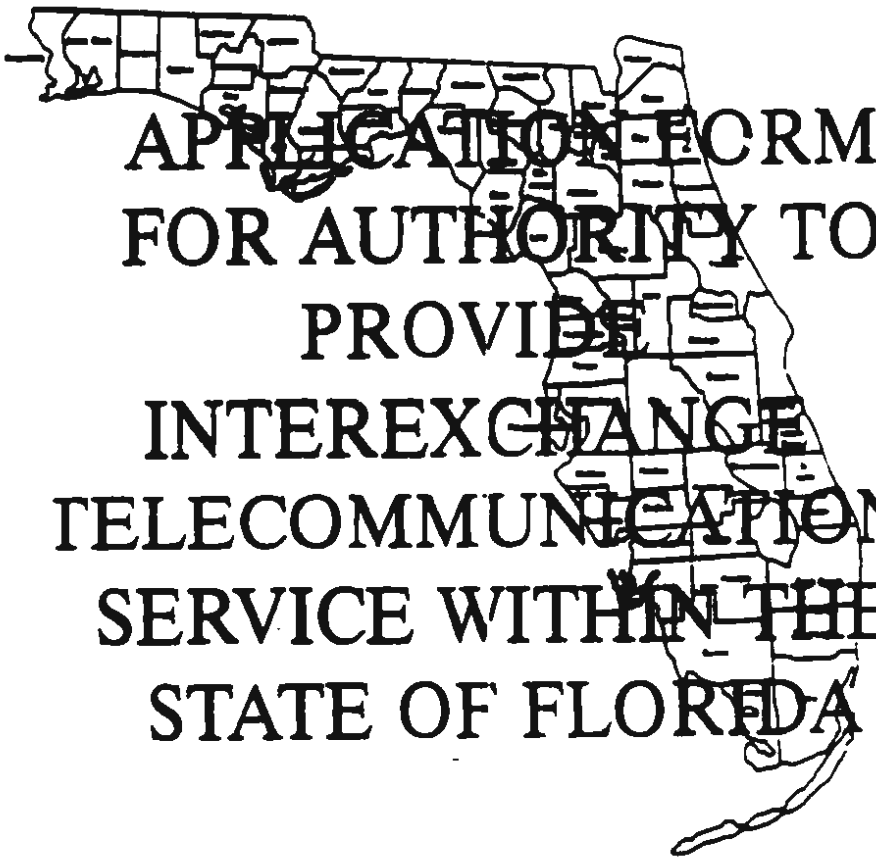


James U. Troup  
Brian D. Robinson

enclosure

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:  
AS.

07437 1158



APPLICATION FORM  
FOR AUTHORITY TO  
PROVIDE  
INTEREXCHANGE  
TELECOMMUNICATION  
SERVICE WITHIN THE  
STATE OF FLORIDA

67437 JUL 15 88

**\*\* 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., 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**

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 DXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

(X) **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.

(X) **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:

CommuniGroup, Inc.

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

CommuniGroup, Inc.

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

700 South West Street  
Jackson, MS 39201

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

515 Seabreeze Boulevard, Suite 209, Ft. Lauderdale, FL 33316  
The applicant may be contacted in Florida through its registered agent:

CT Corporation  
1200 South Pine Island Road  
Plantation, FL 33324

7. Structure of organization; check which applies.

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Not applicable, see 7 above.

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

(b) Indicate if the individual or any of the partners have previously

been:

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

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

9. If incorporated, please give:

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

Corporate charter number: F98000002901

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

CT Corporation  
1200 South Pine Island Road  
Plantation, FL 33324

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

Not applicable.

Fictitious name registration number: \_\_\_\_\_

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

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

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; James U. Troup  
Brian D. Robinson  
Arter & Hadden  
1801 K Street, N. W., Suite 400K  
Washington, DC 20006  
202-775-7100

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

Robert Chafin, President  
CommuniGroup, Inc.  
700 South West Street  
Jackson, MS 39205

(c) Tariff; James U. Troup  
Brian D. Robinson  
Arter & Hadden  
1801 K Street, N. W., Suite 400K  
Washington, DC 20006  
202-775-7100

(d) Complaints/Inquiries from customers;

Carolyn Rogers, Customer Care Manager  
CommuniGroup, Inc.  
700 South West Street  
Jackson, MS 39205

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier. Mississippi, Alabama, Tennessee, Arkansas, and Louisiana

(b) Has applications pending to be certificated as an interexchange carrier. None

(c) Is certificated to operate as an interexchange carrier. Mississippi, Alabama, Tennessee, Arkansas, and Louisiana



(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.

Arkansas. See Attachment A.

(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. None

- |  |                                     |
|--|-------------------------------------|
| <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: _____            |                                     |

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.).

The Applicants marketing and incentive programs will be directed to:  
(1) banks for automatic teller machine (ATM) debit card sales; and  
(2) retail customers for calling card and conference calling services.

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

- Residential customers.
- PATS providers.
- Hotels & motels.
- Universities.
- Other: (specify)\_\_\_\_\_
- Business customers.
- PATS station end-users.
- Hotel & motel guests.
- Univ. dormitory residents.

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 bill.

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

The Applicant is proposing to directly bill its customers.

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

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 earnings.

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

See Attachment C.

B. Managerial capability.

C. Technical capability.

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).

See Attachment D.

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).

800

22.  Other:  
Prepaid calling card service.

**\*\* 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 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:**

*Robert J. Chapiro*  
Signature  
President  
Title

June 26, 1998  
Date  
601-353-9118  
Telephone No.

**\*\* APPENDIX A \*\***

Not Applicable.

**CERTIFICATE TRANSFER STATEMENT**

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.

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**UTILITY OFFICIAL:**

<u><i>Robert J. Clapin</i></u>	<u><i>June 26, 1998</i></u>
Signature	Date
<u><i>President</i></u>	<u><i>601 353 9118</i></u>
Title	Telephone No.



**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

Not Applicable.

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

1) 2)

3) 4)

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

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.**

**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 (Appendix D).

Not applicable.

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).

Not applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not ( x ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

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

**UTILITY OFFICIAL:**

*Robert A. Chief*  
Signature

*June 26, 1991*  
Date

*President*  
Title

*601-353 9118*  
Telephone No.

**Attachment A**  
**Application for Authority to Provide Interexchange  
Telecommunications Services Within the State of Florida**

**Response to Question 11(e)**

In April of 1998 the Arkansas Public Service Commission Fined the Applicant \$1,000 for failing to make timely payments to the Arkansas Universal Service Fund (AUSF) Administrator. *See In the matter of Telecommunications Providers Failing to Pay Assessed Contributions to the Arkansas Universal Service Fund, Docket No.98-016-U.* The Applicant was unable to make timely payments because the administrator of the AUSF did not have the Applicant's correct address for sending AUSF assessments. However, this problem has been corrected. The Applicant has now paid all fines, late fees and AUSF payments due and is in good standing with the Arkansas Public Service Commission.

**Attachment B**  
**Application for Authority to Provide Interexchange  
Telecommunications Services Within the State of Florida**

**Financial Capability**

The following unaudited financial statements demonstrate the Applicant's ability to provide and maintain operations necessary in the provision of the proposed services in the State of Florida.

**CommuniGroup, Inc. and Subsidiaries**  
A wholly owned subsidiary of Telephone Electronics Corporation

**Balance Sheets (Unaudited)**  
**December 31, 1997**

**Balance**                      **Balance**  
**12/31/97**                      **12/31/96**

**Assets**

**Current Assets**

Cash	\$ 18,244,813	\$ 15,218,265
Accounts receivable - trade (net)	144,654,969	115,894,533
Accounts receivable - toll settlements	-	-
Accounts receivable - affiliates	451,132	-
Accounts receivable - related parties	1,770,284	1,839,969
Accounts receivable - other	418,466	282,128
Federal tax refund claim	-	-
Notes receivable	28,359	3,000,000
Notes receivable - affiliates	-	-
Materials and supplies	1,434,148	451,515
Prepayments	19,814,400	5,096,217
Deferred tax asset	9,680,565	4,654,849
Other current assets	360,755	193,187
	<u>196,857,891</u>	<u>146,630,663</u>

**Noncurrent Assets**

Investment in subsidiaries	26,370,852	902,785
Stock in cooperative lenders	-	-
Investments - other	11,082,785	2,749,652
Notes receivable	4,207,084	1,538,701
Loans to affiliates	-	-
Receivables from affiliates	4,600,141	4,323,396
Receivables from related parties	-	-
Unamortized cost of customer lists	25,899,052	89,317
Deferred charges	5,304,948	2,722,116
Deferred tax asset	1,361,695	670,461
Licenses and other assets	2,395,005	206,446
	<u>81,221,562</u>	<u>13,202,874</u>

**Property, Plant and Equipment**

Telephone - regulated	-	-
CATV	-	-
Nonregulated - purchased	66,346,168	27,223,795
Nonregulated - leased	547,599	515,136
	<u>66,893,787</u>	<u>27,738,931</u>
Accumulated depreciation	(15,804,889)	(7,650,340)
	<u>51,088,878</u>	<u>20,088,591</u>

**Total Assets**

**\$ 329,168,331    \$ 179,922,128**

**CommuniGroup, Inc. and Subsidiaries**  
A wholly owned subsidiary of Telephone Electronics Corporation

**Balance Sheets (Unaudited)**  
**December 31, 1997**

**Balance**  
**12/31/97**

**Balance**  
**12/31/96**

**Liabilities and Equity**

**Current Liabilities**

Current portion of long-term obligations	\$ 684,768	\$ 942,818
Short-term debt	-	-
Accounts payable - trade	13,755,015	6,091,249
Accounts payable - toll settlements	101,789,831	85,237,903
Accounts payable - affiliates	-	532,823
Accounts payable - related parties	-	-
Accounts payable - other	17,292	17,508
Federal income tax payable	-	-
Advance billings and deposits	33,304	8,134
Accrued interest	1,015,147	47,385
Accrued taxes	22,251,184	15,505,909
Deferred tax liability	-	-
Other accrued liabilities	21,795,350	12,715,889
	<u>161,341,701</u>	<u>121,099,386</u>

**Long-term Obligations**

Long-term debt	35,612,834	2,306,137
Capitalized lease obligations	216,814	266,359
	<u>35,829,648</u>	<u>2,572,496</u>

**Noncurrent Liabilities and Deferred Credits**

Deferred tax liability	-	-
Deferred investment credits	-	-
Other liabilities and deferred credits	445,530	1,660,317
Payables to affiliates	-	-
	<u>445,530</u>	<u>1,660,317</u>

**Minority Interest in Equity**

20,113,744      7,251,166

**Redeemable Preferred Stock**

-      -

**Stockholders' Equity**

Common stock	1,000	1,000
Discount on common stock	-	-
Paid in capital	-	-
Retained earnings	111,436,708	47,337,743
Treasury stock	-	-
ESOP commitment	-	-
	<u>111,437,708</u>	<u>47,338,743</u>

**Total Liabilities and Equity**

\$ 329,168,331      \$ 179,922,128

<b>CommuniGroup, Inc. and Subsidiaries</b>	<b>Year</b>	<b>Year</b>
A wholly owned subsidiary of Telephone Electronics Corporation	<b>To Date</b>	<b>To Date</b>
<b>Statements of Income (Unaudited)</b>	<b>12/31/97</b>	<b>12/31/96</b>
<b>For the period ended December 31, 1997</b>		

**Income - Nonregulated Operations**

<b>Sales and Revenue</b>	<b>\$ 869,822,600</b>	<b>\$ 484,060,640</b>
<b>Direct Costs</b>		
Circuit costs	480,156,172	286,010,576
Other direct costs	6,221,267	5,336,837
	<u>486,377,439</u>	<u>291,347,413</u>
<b>Gross Profit</b>	<u>383,245,161</u>	<u>192,713,227</u>
<b>Operating Expenses</b>		
Operating expenses	143,331,058	75,889,219
Expansion advertising expenses	88,349,410	43,798,821
Depreciation and amortization	15,677,485	3,615,160
	<u>247,357,931</u>	<u>123,103,200</u>
<b>Operating income (loss)</b>	<u>135,887,230</u>	<u>69,610,027</u>
<b>Nonoperating Income (Expense)</b>		
Interest expense	(4,501,061)	(1,184,226)
Income (Loss) from subsidiaries	-	-
Income (Loss) from investee	(2,349,586)	(1,842,682)
Gain (Loss) on sale of assets	(337)	-
Other income (expense) - net	1,879,837	59,276
Minority interest	(17,718,441)	(8,513,388)
	<u>(22,889,588)</u>	<u>(11,461,020)</u>
<b>Income (Loss) before income taxes</b>	<u>112,997,642</u>	<u>58,129,007</u>
<b>Income Taxes</b>		
Income taxes - current	54,615,827	28,711,146
Income taxes - deferred	(5,718,950)	(2,991,358)
	<u>48,896,877</u>	<u>25,719,788</u>
<b>Net income (loss) - nonregulated</b>	<u>64,098,965</u>	<u>32,409,219</u>
<b>Income (Loss) before extraordinary item(s)</b>	<u>64,098,965</u>	<u>32,409,219</u>
Extraordinary item - income tax benefit from utilization of NOL carryforward	-	-
Cumulative effect of change in accounting principle - net of related tax effect	-	-
<b>Net income (loss)</b>	<u>\$ 64,098,965</u>	<u>\$ 32,409,219</u>

<b>CommuniGroup, Inc. and Subsidiaries</b>		
<b>A wholly owned subsidiary of Telephone Electronics Corporation</b>		
<b>Statements of Retained Earnings (Unaudited)</b>		
<b>For the period ended December 31, 1997</b>		
	<b>Year To Date 12/31/97</b>	<b>Year To Date 12/31/96</b>
<b>Retained Earnings</b>		
<b>Retained Earnings - Beginning</b>	\$ 47,337,743	\$ 15,528,524
Prior period adjustment	-	-
<b>Retained Earnings - Beginning as Adjusted</b>	<u>47,337,743</u>	<u>15,528,524</u>
<b>Net Income (loss)</b>	64,098,985	32,409,219
Less dividends - common	-	(600,000)
Less dividends - preferred	-	-
<b>Retained Earnings - End of Period</b>	<u>111,436,708</u>	<u>47,337,743</u>
Subsequent period's activity	-	-
<b>Retained Earnings - End of Year</b>	<u>\$ 111,436,708</u>	<u>\$ 47,337,743</u>



<b>CommuniGroup, Inc. and Subsidiaries</b>		
A wholly owned subsidiary of Telephone Electronics Corporation		
<b>Balance Sheets (Unaudited)</b>	<b>Balance</b>	<b>Balance</b>
<b>December 31, 1996</b>	<b>12/31/96</b>	<b>12/31/95</b>

**Assets**

**Current Assets**

Cash	\$ 15,218,265	\$ 5,148,229
Accounts receivable - trade (net)	115,894,533	38,603,623
Accounts receivable - toll settlements	-	-
Accounts receivable - affiliates	-	-
Accounts receivable - related parties	1,839,969	1,739,597
Accounts receivable - other	282,128	145,047
Federal tax refund claim	-	-
Notes receivable	3,000,000	-
Notes receivable - affiliates	-	-
Materials and supplies	451,515	181,594
Prepayments	5,096,217	2,252,546
Deferred tax asset	4,654,849	1,187,556
Other current assets	193,187	3,110,277
	<u>146,630,663</u>	<u>52,366,469</u>

**Noncurrent Assets**

Investment in subsidiaries	902,785	956,016
Stock in cooperative lenders	-	-
Investments - other	2,749,652	2,180,557
Notes receivable	1,538,701	-
Loans to affiliates	-	-
Receivables from affiliates	4,323,396	4,403,912
Receivables from related parties	-	-
Unamortized cost of customer lists	89,317	113,135
Deferred charges	2,722,116	1,253,834
Deferred tax asset	670,461	1,146,396
Licenses and other assets	206,446	890
	<u>13,202,874</u>	<u>10,034,740</u>

**Property, Plant and Equipment**

Telephone - regulated	-	-
CATV	-	-
Nonregulated - purchased	27,223,795	12,549,469
Nonregulated - leased	515,136	156,177
	<u>27,738,931</u>	<u>12,705,646</u>
Accumulated depreciation	(7,650,340)	(5,154,844)
	<u>20,088,591</u>	<u>7,550,802</u>

**Total Assets**

**\$ 179,922,128    \$ 69,952,011**

<b>CommuniGroup, Inc. and Subsidiaries</b>		
A wholly owned subsidiary of Telephones Electronics Corporation		
<b>Balance Sheets (Unaudited)</b>	<b>Balance</b>	<b>Balance</b>
<b>December 31, 1996</b>	<b>12/31/96</b>	<b>12/31/95</b>

**Liabilities and Equity**

**Current Liabilities**

Current portion of long-term obligations	\$ 942,818	\$ 876,053
Short-term debt	-	11,655,865
Accounts payable - trade	6,091,249	2,684,254
Accounts payable - toll settlements	85,237,903	24,139,655
Accounts payable - affiliates	532,823	1,514,762
Accounts payable - related parties	-	-
Accounts payable - other	17,506	22,482
Federal income tax payable	-	-
Advance billings and deposits	8,104	8,954
Accrued interest	47,385	190,121
Accrued taxes	15,505,909	4,550,536
Deferred tax liability	-	-
Other accrued liabilities	12,715,689	4,835,444
	<u>121,099,386</u>	<u>50,278,126</u>

**Long-term Obligations**

Long-term debt	2,306,137	1,979,435
Capitalized lease obligations	266,359	34,703
	<u>2,572,496</u>	<u>2,014,138</u>

**Noncurrent Liabilities and Deferred Credits**

Deferred tax liability	-	-
Deferred investment credits	-	-
Other liabilities and deferred credits	1,660,317	1,455,818
Payables to affiliates	-	-
	<u>1,660,317</u>	<u>1,455,818</u>

**Minority Interest in Equity**

	<u>7,251,186</u>	<u>674,404</u>
--	------------------	----------------

**Redeemable Preferred Stock**

	<u>-</u>	<u>-</u>
--	----------	----------

**Stockholders' Equity**

Common stock	1,000	1,000
Discount on common stock	-	-
Paid in capital	-	-
Retained earnings	47,337,743	15,528,525
Treasury stock	-	-
ESOP commitment	-	-
	<u>47,338,743</u>	<u>15,529,525</u>

**Total Liabilities and Equity**

	<u>\$ 179,922,128</u>	<u>\$ 69,952,011</u>
--	-----------------------	----------------------

<b>CommuniGroup, Inc. and Subsidiaries</b>		
<i>A wholly owned subsidiary of Telephone Electronics Corporation</i>		
<b>Statements of Income (Unaudited)</b>	<b>Year To Date 12/31/96</b>	<b>Year To Date 12/31/95</b>
<b>For the period ended December 31, 1996</b>		
<b>Income - Nonregulated Operations</b>		
<b>Sales and Revenue</b>	<b>\$ 484,060,640</b>	<b>\$ 148,898,496</b>
<b>Direct Costs</b>		
Circuit costs	286,010,576	83,873,677
Other direct costs	5,336,837	4,319,508
	<u>291,347,413</u>	<u>88,193,185</u>
Gross Profit	<u>192,713,227</u>	<u>60,705,311</u>
<b>Operating Expenses</b>		
Operating expenses	75,689,219	34,260,652
Expansion advertising expenses	43,798,821	16,735,449
Depreciation and amortization	3,615,160	2,527,451
	<u>123,103,200</u>	<u>53,523,552</u>
Operating income (loss)	<u>69,610,027</u>	<u>7,181,759</u>
<b>Nonoperating Income (Expense)</b>		
Interest expense	(1,184,226)	(1,374,326)
Income (Loss) from subsidiaries	-	-
Income (Loss) from investee	(1,842,882)	73,354
Gain (Loss) on sale of assets	-	(96,286)
Other income (expense) - net	59,276	(39,661)
Minority interest	(8,513,388)	(344,839)
	<u>(11,481,020)</u>	<u>(1,781,558)</u>
Income (Loss) before income taxes	<u>58,129,007</u>	<u>5,400,201</u>
<b>Income Taxes</b>		
Income taxes - current	28,711,146	3,387,639
Income taxes - deferred	(2,991,358)	(787,656)
	<u>25,719,788</u>	<u>2,599,983</u>
<b>Net income (loss) - nonregulated</b>	<u>32,409,219</u>	<u>2,800,218</u>
<b>Income (Loss) before extraordinary item(s)</b>	<u>32,409,219</u>	<u>2,800,218</u>
Extraordinary item - income tax benefit from utilization of NOL carryforward		
Cumulative effect of change in accounting principle - net of related tax effect		
<b>Net income (loss)</b>	<u><b>\$ 32,409,219</b></u>	<u><b>\$ 2,800,218</b></u>

<b>CommuniGroup, Inc. and Subsidiaries</b>		
<i>A wholly owned subsidiary of Telephone Electronics Corporation</i>		
<b>Statements of Retained Earnings (Unaudited)</b>	<b>Year To Date 12/31/96</b>	<b>Year To Date 12/31/95</b>
<b>For the period ended December 31, 1996</b>		
<b>Retained Earnings</b>		
<b>Retained Earnings - Beginning</b>	<b>\$ 15,528,524</b>	<b>\$ 14,228,307</b>
Prior period adjustment	-	-
<b>Retained Earnings - Beginning as Adjusted</b>	<b>15,528,524</b>	<b>14,228,307</b>
 <b>Net Income (loss)</b>	 <b>32,409,219</b>	 <b>2,800,218</b>
Less dividends - common	(600,000)	(1,500,000)
Less dividends - preferred	-	-
<b>Retained Earnings - End of Period</b>	<b>47,337,743</b>	<b>15,528,525</b>
 Subsequent period's activity	 -	 -
 <b>Retained Earnings - End of Year</b>	 <b>\$ 47,337,743</b>	 <b>\$ 16,628,525</b>

**CommuniGroup, Inc. and Subsidiaries**

A wholly owned subsidiary of Telephone Electronics Corporation

**Balance Sheets (Unaudited)**

December 31, 1995

**Balance  
12/31/95****Balance  
12/31/94****Assets****Current Assets**

Cash	\$ 5,148,229	\$ 5,674,757
Accounts receivable - trade (net)	38,603,623	20,852,219
Accounts receivable - toll settlements	-	-
Accounts receivable - affiliates	-	-
Accounts receivable - related parties	1,739,597	1,363,783
Accounts receivable - other	145,047	209,889
Federal tax refund claim	-	-
Notes receivable	-	-
Notes receivable - affiliates	-	-
Materials and supplies	181,594	-
Prepayments	2,252,548	690,142
Deferred tax asset	1,187,558	925,755
Other current assets	3,110,277	814,044
	<u>52,368,489</u>	<u>30,530,589</u>

**Noncurrent Assets**

Investment in subsidiaries	956,016	629,033
Stock in cooperative lenders	-	-
Investments: - other	2,160,557	1,619,900
Notes receivable	-	-
Loans to affiliates	-	240,000
Receivables from affiliates	4,403,912	4,384,450
Receivables from related parties	-	-
Unamortized cost of customer lists	113,135	15,329
Deferred charges	1,253,834	939,823
Deferred tax asset	1,148,398	620,541
Other assets	890	150,550
	<u>10,034,740</u>	<u>8,599,626</u>

**Property, Plant and Equipment**

Telephone - regulated	-	-
CATV	-	-
Nonregulated - purchased	12,549,469	10,554,540
Nonregulated - leased	158,177	158,177
	<u>12,705,646</u>	<u>10,710,717</u>
Accumulated depreciation	(5,154,844)	(3,840,805)
	<u>7,550,802</u>	<u>6,869,912</u>

**Total Assets****\$ 69,952,011    \$ 46,000,127**

<b>CommuniGroup, Inc. and Subsidiaries</b>		
A wholly owned subsidiary of Telephone Electronics Corporation		
<b>Balance Sheets (Unaudited)</b>	<b>Balance</b>	<b>Balance</b>
<b>December 31, 1995</b>	<b>12/31/95</b>	<b>12/31/94</b>

### Liabilities and Equity

#### Current Liabilities

Current portion of long-term obligations and preferred stock	\$ 678,053	\$ 807,035
Short-term debt	11,655,865	4,585,882
Accounts payable - trade	2,684,254	2,950,426
Accounts payable - toll settlements	24,139,855	11,041,309
Accounts payable - affiliates	1,514,782	2,863,106
Accounts payable - related parties	-	-
Accounts payable - other	22,482	107
Federal income tax payable	-	-
Advance billings and deposits	8,954	9,763
Accrued interest	190,121	2,798
Accrued taxes	4,550,536	3,189,738
Deferred tax liability	-	-
Other accrued liabilities	4,835,444	2,711,587
	<u>50,278,126</u>	<u>27,969,751</u>

#### Long-term Obligations

Long-term debt	1,979,435	2,233,067
Capitalized lease obligations	34,703	63,126
	<u>2,014,138</u>	<u>2,296,193</u>

#### Noncurrent Liabilities and Deferred Credits

Deferred tax liability	-	-
Deferred investment credits	-	-
Other liabilities and deferred credits	1,455,818	1,067,771
Payables to affiliates	-	-
	<u>1,455,818</u>	<u>1,067,771</u>

#### Minority Interest in Equity

	674,404	437,105
	<u>674,404</u>	<u>437,105</u>

#### Redeemable Preferred Stock

	-	-
	<u>-</u>	<u>-</u>

#### Stockholders' Equity

Common stock	1,000	1,000
Discount on common stock	-	-
Paid in capital	-	-
Retained earnings	15,528,525	14,228,307
Treasury stock	-	-
ESOP commitment	-	-
	<u>15,529,525</u>	<u>14,229,307</u>

#### Total Liabilities and Equity

	<u>\$ 69,962,011</u>	<u>\$ 46,000,127</u>
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<b>CommuniGroup, Inc. and Subsidiaries</b>	<b>Year</b>	<b>Year</b>
<i>A wholly owned subsidiary of Telephone Electronics Corporation</i>	<b>To Date</b>	<b>To Date</b>
<b>Statements of Income (Unaudited)</b>	<b>12/31/95</b>	<b>12/31/94</b>
<b>For the period ended December 31, 1995</b>		

**Income - Nonregulated Operations**

<b>Sales and Revenue</b>	<u>\$ 148,898,496</u>	<u>\$ 130,041,841</u>
<b>Direct Costs</b>		
Circuit costs	83,873,877	75,728,850
Other direct costs	4,319,508	2,896,465
	<u>88,193,385</u>	<u>78,625,315</u>
<b>Gross Profit</b>	<u>60,705,311</u>	<u>51,416,526</u>
<b>Operating Expenses</b>		
Operating expenses	34,260,852	27,352,674
Expansion advertising expenses	16,735,449	13,510,220
Depreciation and amortization	2,527,451	2,071,658
	<u>53,523,552</u>	<u>42,934,552</u>
<b>Operating income (loss)</b>	<u>7,181,759</u>	<u>8,481,974</u>
<b>Nonoperating Income (Expense)</b>		
Interest expense	(1,374,326)	(848,529)
Income (Loss) from subsidiaries	-	-
Income (Loss) from investee	73,354	(272,534)
Gain (Loss) on sale of assets	(96,286)	-
Other income (expense) - net	(39,661)	317,326
Minority interest	(344,639)	(437,105)
	<u>(1,781,558)</u>	<u>(1,240,842)</u>
<b>Income (Loss) before income taxes</b>	<u>5,400,201</u>	<u>7,241,132</u>
<b>Income Taxes</b>		
Income taxes - current	3,387,639	3,844,706
Income taxes - deferred	(767,656)	(706,467)
	<u>2,599,983</u>	<u>3,138,239</u>
<b>Net income (loss) - nonregulated</b>	<u>2,800,218</u>	<u>4,102,893</u>
<b>Income (Loss) before extraordinary item(s)</b>	<u>2,800,218</u>	<u>4,102,893</u>
Extraordinary item - income tax benefit from utilization of NOL carryforward	-	-
Cumulative effect of change in accounting principle - net of related tax effect	-	-
<b>Net income (loss)</b>	<u>\$ 2,800,218</u>	<u>\$ 4,102,893</u>

<b>CommuniGroup, Inc. and Subsidiaries</b>		
<i>A wholly owned subsidiary of Telephone Electronics Corporation</i>		
<b>Statements of Retained Earnings (Unaudited)</b>	<b>Year</b>	<b>Year</b>
<b>For the period ended December 31, 1995</b>	<b>To Date</b>	<b>To Date</b>
	<b>12/31/95</b>	<b>12/31/94</b>

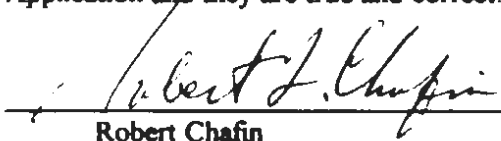
**Retained Earnings**

<b>Retained Earnings - Beginning</b>	\$ 14,228,307	\$ 10,125,414
Prior period adjustment	-	-
<b>Retained Earnings - Beginning as Adjusted</b>	<u>14,228,307</u>	<u>10,125,414</u>
 <b>Net income (loss)</b>	 2,800,218	 4,102,893
Less dividends - common	(1,500,000)	-
Less dividends - preferred	-	-
<b>Retained Earnings - End of Period</b>	<u>15,528,525</u>	<u>14,228,307</u>
 Subsequent period's activity	 -	 -
 <b>Retained Earnings - End of Year</b>	 <u>\$ 15,528,525</u>	 <u>\$ 14,228,307</u>



**Certification**

**We hereby certify that we have reviewed the financial statements contained in this Application and they are true and correct.**



**Robert Chafin  
President**



**Charles Shearer  
Controller**

**Attachment C**  
**Application for Authority to Provide Interexchange**  
**Telecommunications Services Within the State of Florida**

**Managerial and Technical Capability**

The Applicant's management and technical staff have significant long-term experience in the telecommunications industry. The Applicant has over ten years of experience providing interstate and intrastate interexchange services in the states of Mississippi, Louisiana, Alabama, Arkansas and Louisiana. The principle staff members are

<b>Name</b>	<b>Title</b>	<b>Tenure with Applicant</b>
Robert Chafin	President	16 Years
Charles Shearer	Controller	11 Years
Edmond Salloum	Sales Manager	15 Years
Rob McKnight	MIS Manager	5 Years
Carolyn Rogers	Customer Service Supervisor	9 Years
Angela Norvell	Data Processing Supervisor	14 Years
Rick Anderson	Switch Supervisor	11 Years
Wayne Finlayson	Technical Manager	12 Years
James Moffat	Executive Vice President	4 Years

**Attachment D**  
**Application for Authority to Provide Interexchange**  
**Telecommunications Services Within the State of Florida**

**Proposed Tariff**

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS TARIFF**

**COMMUNIGROUP, INC.**

**This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by CommuniGroup, Inc. (CGI) with its principal office at 700 South West Street, Jackson, Mississippi, 39201, (601/353-9118). 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.**

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**ISSUED:  
ISSUED BY:**

**Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201**

**EFFECTIVE:**

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**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 pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

<u>Page No.</u>	<u>Revision No.</u>	<u>Page No.</u>	<u>Revision No.</u>
Title Sheet	Original	19	Original
1	Original	20	Original
2	Original	21	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original	29	Original
11	Original	30	Original
12	Original	31	Original
13	Original	32	Original
14	Original	33	Original
15	Original	34	Original
16	Original	35	Original
17	Original	36	Original
18	Original		

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ISSUED:  
ISSUED BY:

Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201

EFFECTIVE:

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**ISSUED:**  
**ISSUED BY:**

**Robert Chafin, President**  
**700 South West Street**  
**Jackson, Mississippi 39201**

**EFFECTIVE:**

**INDEX**

**SHEET**

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**ISSUED:**

**ISSUED BY:**

**Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201**

**EFFECTIVE:**

**CONCURRING CARRIERS**

**NONE**

**CONNECTING CARRIERS**

**NONE**

**OTHER PARTICIPATING CARRIERS**

**NONE**

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**ISSUED:**

**ISSUED BY:**

**Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201**

**EFFECTIVE:**



**Symbols Sheet**

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

- (D) - to signify deleted or discontinued rate or regulation.**
- (I) - to signify a change resulting in an increase to a customer's bill**
- (M) - to signify moved text.**
- (N) - to signify a new rate or regulation.**
- (R) - to signify a change resulting in a reduction to a customer's bill**
- (T) - to signify a change in text, but no change in rate or regulation.**

**In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page which clearly shows the exact number of lines being changed.**

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**ISSUED:  
ISSUED BY:**

**Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201**

**EFFECTIVE:**

**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. Then a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

**D. Check Sheets** - Then 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. Then new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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ISSUED:  
ISSUED BY:

Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201

EFFECTIVE:

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**1.0 DEFINITIONS OF TERMS AND ABBREVIATIONS**

**Access Line - An arrangement which connects the Customers location to a CommuniGroup, Inc. switching center or point of presence.**

**Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities an to identify the customer for billing purposes.**

**CGI - CommuniGroup, Inc.**

**Commission - The Florida Public Service Commission.**

**Company or Carrier - CommuniGroup, Inc. unless otherwise clearly indicated by the context.**

**Customer or End User - The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.**

**Customer Provided Equipment - Equipment or facilities provided by persons other than CGI and connected to CGI services and/or facilities. The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 CFR. Part 68, and for all maintenance of such equipment and/or facilities.**

**Credit Card - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.**

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

**Dedicated Access Service - Pursuant to Dedicated Access Service, the Customer accesses the terminal location of carrier via dedicated facilities between the Customer's premises and the terminal location of carrier (or a Specialized Common Carrier from whom the carrier has acquired service).**

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**ISSUED:**

**ISSUED BY:**

**Robert Chafin, President  
700 South West Street  
Jackson, Mississippi 39201**

**EFFECTIVE:**

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**1.0 DEFINITIONS OF TERMS AND ABBREVIATIONS (Continued)**

**Dialed Access** - An arrangement whereby a customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.

**Direct Access** - An arrangement whereby a customer uses facilities other than the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.

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

**LEC** - Local Exchange Company.

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

**Other Common Carrier** - A person, firm, corporation, or entity regulated by the LPSC or the FCC which subscribes to carriers communications services and facilities and resells these communications services and facilities to the public for a profit.

**Pay Telephone** - A telephone instrument equipped with a device that allows a charge to be made for each call.

**Rate Center** - A geographic point from which the vertical and horizontal coordinate Th used in calculation of airline mileage for the purposes of rating a call.

**Subscriber** - The person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or End User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

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## 2.0 RULES AND REGULATIONS

### 2.1 Undertaking of CommuniGroup, Inc.

#### 2.1.1 General

CGI's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

CGI installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Services provided hereinunder will be provided over facilities leased by CGI from other carriers or entities and/or owned and operated by CGI for the completion of service within the State of Florida. CGI may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the network. The Subscriber shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week.

#### 2.1.2 Limitations

- A. 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. CGI reserves the right to negotiate special terms and conditions (i.e., special promotions) with particular customers providing agreement is reached and signed with the customer.
- B. CGI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.

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**2.0 RULES AND REGULATIONS (Continued)**

**2.1 Undertaking of CommuniGroup, Inc. (Continued)**

**2.1.2 Limitations (Continued)**

- C. 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.**
  
- D. All facilities provided under this tariff are directly controlled by CGI and the Subscriber 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.**
  
- E. 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.**

**2.1.3 Liability**

**In no event shall CGI be liable for any special, consequential, punitive, or incidental damages including loss of use, profits, revenue or goodwill. CGI shall not be liable for any failure of performance due to causes and/or circumstances beyond its control, nor shall CGI be liable for any act or omission for any other company furnishing any portion of service to subscriber, including, but not limited to, any premise equipment owned by the subscriber, any equipment supplied to the Subscriber by CGI or any other supplier of equipment to subscriber (under warranty, service agreement, or otherwise), or any network service contracted by subscriber or CGI.**

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**2.0 RULES AND REGULATIONS (Continued)****2.1 Undertaking of CommuniGroup, Inc. (Continued)****2.1.3 Liability (Continued)**

The liability of CGI for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate monthly charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, the number of days in each monthly billing cycle will be an assumed month of thirty (30) days for prorations.

CGI shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission or other defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than CGI, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond CGI's direct control.

CGI shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, or loss, expense or damage, including indirect, special or consequential damage, (1) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trade mark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data information, or content revealed to, transmitted, processed, handled, or

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**2.0 RULES AND REGULATIONS (Continued)****2.1 Undertaking of CommuniGroup, Inc. (Continued)****2.1.3 Liability (Continued)**

used by CGI under this tariff; or (2) for connecting, combining or adapting CGI's facilities with customer's apparatus or systems; or (3) for any act or omission of the customer; or (4) for any personal injury or death of any person or for any loss of or damage to customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by CGI, if not directly caused by negligence of CGI. No agent or employee or any other carrier shall be deemed to be an agent or employee of CGI.

CGI shall not be liable for any charges or costs incurred by the customer for use of another Carrier's services whether caused by failure of CGI's equipment or service or otherwise.

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**2.0 RULES AND REGULATIONS (Continued)**

**2.2 Use of Service**

**2.2.1 Purpose**

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

**The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Florida Public Service Commission.**

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**2.0 RULES AND REGULATIONS (Continued)****2.3 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of CGI's service. Additional protective equipment, if needed, shall be employed at the customer's expense.

- A. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rules (47 C.F.R. 68.100 - 68.110) and shall not interfere with service furnished to other customers.
- B. The customer shall ensure that his terminal equipment is properly interfaced with CGI's facilities, that the signals emitted into CGI's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage CGI's equipment, injure personnel or degrade service to other customers.
- C. If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to CGI's equipment, personnel, or the quality of service to other customers, CGI may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, CGI may, upon written notice, terminate the customer's service immediately.

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**2.0 RULES AND REGULATIONS (Continued)****2.4 Payment for Service and Service Dispute Resolution****2.4.1 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be promptly reported to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Billing is payable upon receipt. All bills will show a delinquent date of not less than fifteen (15) days from the bill date. However, CGI may demand immediate payment under the following circumstances:

- A. Where service is terminated or abandoned.
- B. Where toll service usage is two (2) times greater than the customer's average usage as reflected on the bills for the customer's average usage as reflected on the bills for the three (3) billing cycles prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) billing cycles, where the toll service is twice the estimated per billing cycle toll service.
- C. Where CGI has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that customer.
- D. When a bill for the immediately preceding billing cycle is issued and the subscriber is delinquent in his payment for the billing cycle(s) preceding the immediately preceding billing cycle.

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**2.0 RULES AND REGULATIONS (Continued)****2.4 Payment for Service and Service Dispute Resolution (Continued)****2.4.1 Payment for Service (Continued)**

The demand for immediate payment will be accompanied by a bill which itemizes or summarizes the charges for which payment is demanded, or, if the demand is made orally, an itemized or summarized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

The customer is responsible for payment of all charges for services furnished to the customer. Charges for installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by CGI. Recurring charges and non-recurring charges, if any, are billed in advance and shall not be prorated for any period shorter than the minimum service period. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. The initial billing may, at CGI's option, also include one billing cycle's estimated usage billed in advance. Thereafter, charges based on actual usage during a billing cycle will be billed each billing cycle in arrears.

If a customer has no usage for two consecutive billing cycles, CGI may; 1) discontinue sending the customer a bill until such customer uses CGI's system, and/or 2) cancel the customer's authorization code, if any. If CGI cancels the customer's authorization code, it will be reinstated at the customer's request if the customer complies with all of CGI's then rules and regulations.

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**2.0 RULES AND REGULATIONS (Continued)****2.4.0 Payment for Service and Service Dispute Resolution (Continued)****2.4.1 Payments for Service (Continued)**

All applicable taxes, charges, exactions, fees, or the like which must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the consumer will be separately stated on the customer's bill and collected from the customer.

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

**2.4.2 Service Dispute Resolution**

Any objection to billed charges should be reported to the billing agent or Company within sixty (60) days from the day the bill is issued. Adjustments to End User's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate. End Users have the right to appeal service disputes to the Florida Public Service Commission.

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**2.0 RULES AND REGULATIONS (Continued)****2.5 Establishment and Re-establishment of Credit**

- 2.5.1 In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.**
- 2.5.2 A restoral of service charge will be applicable per customer temporarily suspended.**
- 2.5.3 Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.**
- 2.5.4 The use and restoration of facilities or service in emergencies shall be In accordance with Part 64, Subpart D", of the Federal Communications Rules and Regulations which specifies the priority system for such activities.**

**2.6 Deposits and Advance Payments**

- 2.6.1 The Company does not require a deposit from the Customer or Subscriber.**
- 2.6.2 For Customers or Subscribers whom the Company feels an advance payment is necessary, CGI 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.**

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**2.0 RULES AND REGULATIONS (Continued)****2.7 Notices****2.7.1 Notice to the Customer**

Notices from the Company to a Customer normally will be given in writing, either delivered or mailed to the Customer's address of record.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Company's Facilities, the Company may resort to verbal notices given by telephone, radiotelephone, personal contact, or other means of communication.

**2.7.2 Notices from the Customer**

Notices from a Customer to the Company may be given verbally by the Customer or the Customer's authorized agent at the Company's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules or in any written agreement.

**2.8 Rendering and Payment of Bills****2.8.1 Returned Check Charge**

When a payment for service is made by check, draft, or similar negotiable instrument, a returned check charge will be made by the Company for each such item returned unpaid by a bank to the Company for any reason. The acceptance of checks, drafts, or other negotiable instruments for the satisfaction of the Customer's debts to the Company shall not constitute a waiver by the Company of its right to payment by legal tender.

**2.8.2 Extra Copies of Bill**

Extra Copies of a subscriber's monthly bill will be provided by the Carrier at the rate specified in this tariff.

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**2.0 RULES AND REGULATIONS (Continued)**

**2.8 Rendering and Payment of Bills (Continued)**

**2.8.3 Late Charge Penalty Fee**

A 1.5% penalty will be assessed on all bills unpaid as of the 20th of each month. A 1.5% penalty will be assessed on the principal balance each month that the bill remains unpaid.

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**2.0 RULES AND REGULATIONS (Continued)**

**2.9 Fraud**

The Company shall have the right to refuse or discontinue service if the acts of the customer, including furnishing false credit information or the conditions upon their premises are such as to indicate intention to defraud the Company.

**2.10 Non Compliance with the Company's Rules**

The Company may discontinue service if a customer fails to comply with any of the rules herein.

**2.11 Telephone Calls with Intent to Annoy**

The Company may discontinue service of any customer who, with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such other person any threat to inflict injury to the person or property of the person addressed or any family member.

The Company may discontinue service of any customer who, with intent to annoy, repeatedly telephones another without disclosing his true identity to the person answering the telephone, whether or not conversation ensues during the telephone calls.

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**2.0 RULES AND REGULATIONS (Continued)****2.12 Discontinuance and Restoration of Service****2.12.1 Intentional Abuse of Service**

The Company has the right to refuse telephone service to any premises and at any time to discontinue telephone service, if it finds it necessary to do so to protect itself against intentional abuse. Intentional abuse of service includes, without limiting the generality of the foregoing; the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge. Another form of such abuse is an intentional uninterrupted connection of one exchange station to another station, excluding those connections charged for on an elapsed time basis, which permits the use of the facilities in a manner similar to private line service. It also includes intentional receiver off hook conditions.

**2.12.2 Disconnection of Service for Cause**

- A. Upon non-payment of any sum due the Company or upon a violation of any of the conditions governing the furnishing of service as provided in this tariff, the Company may by notice in writing mailed to the Customer, without incurring any liability, temporarily discontinue the furnishing of service to the Customer. Telephone Services may be discontinued five (5) days after mailing notice of intention to discontinue service and a Restoral of Service charge will be made by the Company for restoration of such Authorization Code and/or line. If the Company elects to discontinue service, the Customer shall be responsible for all charges through the date of termination.

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**2.0 RULES AND REGULATIONS (Continued)****2.12 Discontinuance and Restoration of Service (Continued)****2.12.2 Disconnection of Service for Cause (Continued)**

- B. If any customer-provided, or end user-provided equipment is used with Facilities provided by the Company in violation of any law or any of the provisions in this tariff, the Company will take such action as is necessary for the protection of its Facilities or the service of its other Customers and other persons provided with Telephone Services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to the Company within fifteen (15) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation, and to give the required written confirmation to the Company within the time stated above shall result in interruption of the service of the Customer creating the violation.**
- C. Telephone Services may be refused, reduced, or partially or completely discontinued without notice in the event the Company is informed that the service is used in such a manner that will adversely affect the Company's services to others.**
- D. The Company may disconnect the Telephone Services in accordance with the terms hereof without any liability except for an appropriate refund of prepaid charges and any service deposit with accrued interest.**

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**2.0 RULES AND REGULATIONS (Continued)****2.12 Discontinuance and Restoration of Service (Continued)****2.12.2 Disconnection of Service for Cause (Continued)**

- E. In the event that legal action is instituted by CGI to recover any sums due and CGI prevails, CGI shall be entitled to recover its costs of collections, legal costs, court costs and reasonable attorney's fees as the court may award, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rates of one and one-half (1-1/2%) percent simple interest per month (unless otherwise prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

**2.13 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in the tables and schedules contained in this tariff.

**2.14 Ownership of Equipment**

Equipment furnished by the Company on the premises of a subscriber is the property of the Company. Title to all equipment provided by CGI under these regulations remains with CGI. 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 for service.

**2.15 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates and charges.

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**2.0 RULES AND REGULATIONS (Continued)****2.16 Promotional Offerings**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. At the option of the Company, fees may be waived under certain competitive conditions as may be warranted from time to time.

**Demonstration Calls**

From time to time, CGI may demonstrate its service by offering promotional/demonstration calls at no charge to prospective customers.

**2.17 Minimum Service Period**

The minimum service period for service is one complete month.

**2.18 Inspection, Testing and Adjustment**

CGI may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the customer's or CGI's equipment. The customer shall make such facilities or equipment available to CGI for testing and inspecting upon reasonable notice. CGI may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.19 Employee Concessions**

Should an employee leave the employ of the Company, such employee's service provided by the Company will be discontinued immediately. Such employee may reapply for service as a customer in the manner set forth herein.

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**2.0 RULES AND REGULATIONS (Continued)**

**2.20 Taxes and Fees Chargeable to Customers/Subscribers**

**2.20.1 Adjustments for Municipality Payments**

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

**2.20.2 Adjustments for County or Other Local Taxing Authority Payments**

If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes- fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

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**2.0 RULES AND REGULATIONS (Continued)****2.20 Taxes and Fees Chargeable to Customers/Subscribers (Continued)****2.20.3 Gross Receipts Tax**

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated bases. The amount of charge that is prorated to each Customer's bill is determined by the telecommunications services provided to and billed to a Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

**2.21 Special Contracts**

In compliance with the laws of the State of Florida and the Public Service Commission's Rules and Regulations, the Company may, in appropriate circumstances, enter into contracts with specific customers for service on the basis of negotiated rates. The Company may also offer service on a wholesale basis to certificated telecommunications resellers.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.0 Service Area**

Service is being offered for origination and termination throughout the entire State of Florida.

**3.1 General**

The Carrier endeavors to provide high quality service. Service is available 24 hours per day, 7 days a week, subject to routine maintenance and outages beyond the control of the Carrier. Carrier's switching equipment is designed and engineered to provide high quality transmission of voice and data with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of the connections provided by the local telephone companies and other interexchange carriers which is beyond the Company's control.

**3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of CGI's network. No charge will apply to uncompleted calls, which include "ring busy" and "ring no answer" calls, and such uncompleted calls will not be knowingly charged to the customer, and if charged in error, will be refunded to the customer. CGI will determine that a call has been established by signal from the local telephone company.

**3.2.2** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one minute.

**3.2.3** Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.

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**3.0 RULES AND REGULATIONS (Continued)****3.3 Calculation of Distance**

**3.3.1 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.**

**3.3.2 Long distance telecommunications service rates between points (cities, towns or localities) are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.**

**3.3.3 The distance between the Rate Center of the Subscriber's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in AT&T FCC Tariff No. 10, in the following manner:**

**Step 1 - Obtain the "V" and "H" coordinates for the Rate Centers of the Subscriber's switch and the destination point.**

**Step 2 - Obtain the difference between the V coordinates of each of the Rate Centers. Obtain the difference between the "V" and "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 Rate Centers.**

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**3.0 RULES AND REGULATIONS (Continued)****3.4 Prepaid Calling Card Service.**

This service permits use of the Company's Prepaid Calling Cards for placing local and long distance calls. Customers may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels such as financial institution automatic teller machines (ATMs). Prepaid Calling Cards are available at a variety of face values. The Company's Prepaid Calling Card service is accessed using the Company's toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Account Code, and then to enter the terminating telephone number. The Company'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, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card. The Company's Prepaid Calling Cards are offered at the rates listed in Section 4.

All calls must be charged against a Prepaid Calling Card issued by the Company 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. Such announcement will occur when two (2) minutes remain before the balance will be depleted, based upon the terminating location of the call.

Prepaid Calling Cards remain valid for the limited time period (e.g., twelve months) printed on the Prepaid Calling Card. This period commences upon the activation of the Prepaid Calling Card by the customer.

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**3.0 RULES AND REGULATIONS (Continued)**

**3.5 Connect Card Service**

**Connect Card Service is provided whereby customers can access CGI's service via toll free access code and upon entry of a valid authorization code and phone number, a call may be completed from any touch tone phone. Connect Card Card Service is a measured use, non-distance-sensitive, non-time-of-day-sensitive, outbound communications service. CGI customers of CGI will, upon request, be given an authorization code to use with CGI's Connect Card Service.**

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Jackson, Mississippi 39201**

**EFFECTIVE:**

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**3.0 RULES AND REGULATIONS (Continued)****3.6 Conference Connect Service**

**Conference Connect Service is available to customers that establish an account with CGI and are capable of accessing CGI's switch via toll free access code. Conference calling customers may be provided with an authorization code and phone number to access a conference calling bridge. Conference Connect Service is a measured use, non-distance-sensitive, non-time-of-day-sensitive communications service and provided at the rates listed below.**

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**4.0 RATE SCHEDULES****4.1 Prepaid Calling Card Service - up to \$.40 per minute****4.2 Connect Card Service Rates**

The minimum call duration for Connect Card Service is one minute, with fractional minutes rounded to the next higher full minute for billing purposes.

<b>Connect Card Service Plan</b>	<b>Rate Per Minute, Per Called Party</b>	<b>Connect Card Surcharge</b>
Connect Card 1	\$ .20	\$ .00
Connect Card 2	\$ .15	\$ .50
Connect Card 3	\$ .10	\$ 1.00

**4.3 Conference Connect Service**

Conference Connect Service is accessed by dialing 800# and entering a special code. The minimum call duration is one minute, with fractional minutes rounded to the next higher full minute for billing purposes.

<b>Conference Connect Service Plan</b>	<b>Rate Per Minute, Per Participant</b>	<b>Conference Connect Service Monthly Fee</b>
Conference Connect 1	\$ .35	\$00.00
Conference Connect 2	\$ .25	\$25.00
Conference Connect 3	\$ .20	\$35.00
Conference Connect 4	\$ .15	\$50.00

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**4.0 RATE SCHEDULES (Continued)****4.4 Restoral of Service Charge**

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.

	Rate
Business	\$15.00
Residence	\$15.00

**4.5 Charges Related to Customer Activity****4.5.1 Extra Copies of Bill**

Extra copies of a subscriber's monthly bill may be provided by the Carrier at the rate of \$.25 per copy, per page, minimum of \$1.00.

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**4.0 RATE SCHEDULES (Continued)****4.6 Universal Connectivity Charge**

Conference calling and travel card services provided under this tariff are subject to an undiscountable monthly Universal Connectivity Charge, which is equal to 6% of the Customer's total net interstate and international charges, after application of all applicable discounts and credits.

CGI will waive the Universal Connectivity charge with respect to specifically identified CGI charges to the extent that the Customer demonstrates to CGI's reasonable satisfaction that:

- A. the customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver (i.e., to be eligible for a waiver in June 1998, the Customer must have filed a Universal Service Worksheet with the Universal Service Administrator covering June 1997);
- B. the charges with respect to which the waiver is sought are for services purchased by Customer for resale; and
- C. The Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from CGI.

The Universal Connectivity Charge will not be waived with respect to:

- A. charges for services purchased by Customer for its own use as an end user; or
- B. charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

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**4.7 Public Payphone Surcharge**

A Public Payphone Surcharge applies to all completed consumer interstate and international long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The public payphone services to which the surcharge applies include, but are not limited to, the following:

Travel Card service;  
Prepaid Card Service calls;  
toll free (e.g., 800 and 888) calls.

The Public Payphone Surcharge is applied in addition to any other applicable Service Charges or Surcharges.

The Public Payphone Surcharge does not apply to:

- 0) Calls paid for by inserting coins at the public/semi-public payphone.
- 0) Calls placed from stations other than public/semi-public payphones.
- 0) Telecommunications Relay Service calls.

Discounts offered by CGI discount plans and promotions will not apply to the Public Payphone Surcharge unless this specific charge is expressly covered in the CGI discount plan or promotion.

**A. Public Payphone Surcharge Rates**

Conference Connect Service	\$ .30 per payphone call
Connect Card Service	\$ .30 per payphone call

**Prepaid Calling Card**

Surcharge Rates will be applied by reducing the number of telecom units available on the customers Prepaid Calling Card in sufficient number to cover the \$.30 surcharge rate per payphone call. CGI will not decrement Prepaid Calling Cards in fractional amounts. Therefore, CGI will round up to the next highest integer value necessary to cover the surcharge rate.

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**ISSUED:  
ISSUED BY:**

Robert Chafin, President  
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Jackson, Mississippi 39201

**EFFECTIVE:**



**Attachment E**  
**Application for Authority to Provide Interexchange**  
**Telecommunications Services Within the State of Florida**

**Applicant's service is accessible throughout the State of Florida**

**ARTER & HADDEN LLP**  
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Geneva, Switzerland

DEPOSIT                      DATE  
**D 8 0 9**                      **JUL 15 1998**

July 14, 1998

*Via Fed Ex*

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

Dear Sir or Madam:

CommuniGroup, Inc., by its attorneys, hereby submits and original and six copies of its Application Form for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Please find a firm check, payable to the Florida Public Services Commission in the amount of \$250.00 to cover the required filing fee.

Acknowledgment and date of receipt of this filing is respectfully requested. A duplicate copy of the filing marked "stamp and return" along with a stamped, self-addressed envelope is provided for this purpose. Should you have questions concerning this matter, please contact Brian Robinson at (202) 775-7126.

**ARTER & HADDEN LLP**  
1801 K STREET N.W.  
SUITE 400K  
WASHINGTON D.C. 20006-1301

HUNTINGTON NATIONAL BANK  
Cleveland, Ohio

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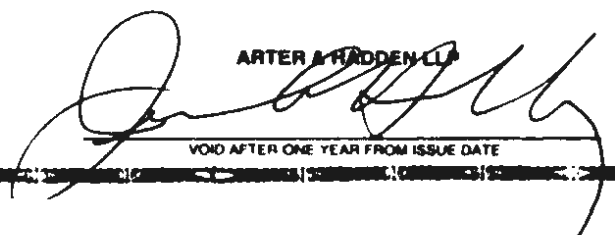
July 7, 1998

PAY Two Hundred Fifty and no/100----- DOLLARS \$ 250.00

TO  
THE  
ORDER  
OF

FLORIDA PUBLIC SERVICE COMMISSION

ARTER & HADDEN LLP



VOID AFTER ONE YEAR FROM ISSUE DATE