



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

December 3, 1999

Overnight

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

DIVISION OF
ADMINISTRATION
1999 DEC -6 AM 10: 27
FLORIDA
PUBLIC SERVICE COMMISSION

991819-TX

RE: Transfer of Existing Certificate for Authority to Provide Alternative Local Exchange Telecommunications Services within the State of Florida.
from **Xtel, Inc. to Interloop, Inc.**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application to transfer an existing ALEC certificate. Xtel received its Consummating Order issued December 2, 1999 in Docket No. 991219-TX for Certificate Number 7259 and now wishes to transfer the certificate to Interloop, Inc.

Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to Interloop, Inc.

cc: R. Buffa, Interloop, Inc.
file: Interloop - FL
tms: fl19900

Check received with filing and
forwarded to Fiscal for deposit.
Filing fee of \$250.00 and copy of check
for deposit to be returned to deposit.

to be forwarded check:

DOCUMENT NUMBER-DATE

1487B DEC-6 99

FPSC-RECORDS/REPORTING

**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 Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

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 \checkmark (check one):**

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

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

Interloop, Inc.

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

Interloop, Inc.

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

Interloop, Inc.,
Street: 2514 Hollywood Boulevard, Suite 402-408
City, State: Hollywood, FL
Zip Code: 33020

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

Interloop, Inc.,
Street: 2514 Hollywood Boulevard, Suite 402-408
City, State: Hollywood, FL
Zip Code: 33020

7. Structure of organization:

- | | | | |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <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

- (a) Provide proof of compliance with the foreign 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 the 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: P99000097208

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

Alex P. Rosenthal, Esq
Relmer & Rosenthal LLP
3801 Hollywood Boulevard, Suite 350
Hollywood, FL 33021

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

Fictitious name registration number: not applicable

- (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 officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (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 the company, give reason why not.

Peter Buffa was President and CEO of Xtel, Inc. . Prior to that Mr. Buffa was President of Total Telecommunications, Inc., a Florida certificated telephone company which was sold to TresCom International. Mr. Buffa was also President of PayCom, Inc., a Florida registered pay telephone company which was also sold.

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

(a) The application:

Monique Byrnes
Consultant to Interloop, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 923-4110
Facsimile: (407) 923-4111

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

Robert Buffa
Vice President
Interloop, Inc.,
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020
Telephone: (954) 923-4110
Facsimile: (954) 923-4111

(c) Tariff:

Monique Byrnes
Consultant to Interloop, Inc.,
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimilie: (407) 740-0613

(d) Complaints/Inquiries from customers:

Robert Buffa
Vice President
Interloop, Inc.,
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020
Telephone: (954) 923-4110
Facsimile: (954) 923-4111

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

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

None.

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

None.

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

None

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

None

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

None

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

- | | | | |
|-------------------------------------|--------------------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: None anticipated at this time | | |

13. Do you have a marketing program?

Interloop, Inc. is a start-up company and is in the process of developing its programs.

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.).

Not applicable.

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

- | | | | |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Residential customers | <input checked="" type="checkbox"/> | Business customers |
| <input type="checkbox"/> | PATS providers | <input type="checkbox"/> | PATS station end-users |
| <input checked="" type="checkbox"/> | Hotels & motels | <input checked="" 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?

Yes, the Company's name will appear on customer bills.

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

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

A. Financial Capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

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

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

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

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

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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 II.

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 mbps, 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, 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).

For direct dial calls: 1 + destination number

For operator assisted calls: 0 +

For Travel Card calls:

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.

7. 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:



Signature

12-2-99

Date

Robert Buffa
Vice President
Interloop, Inc.,
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020
Telephone: (954) 454-3002
Facsimile: (954) 454-9230

APPENDICES:

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

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

CERTIFICATE OF TRANSFER STATEMENT

I, Joseph Orriols of Xtel, Inc. d/b/a ACG, and current holder of certificate number 7260, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

UTILITY OFFICIAL:

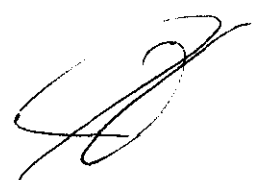
Signature

Joseph Orriols
Xtel, Inc. d/b/a ACG

Date

Telephone

FORM PSC/CMU 8 (11/95)
Required by Commission Rule Nos. 25-24.815,
25-24.810, and 25-24.815



**** 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):

- 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:



Signature

12-2-99
Date

**Robert Buffa
Vice President
Interloop, Inc.,
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020
Telephone: (954) 454-3002
Facsimile: (954) 454-9230**

**** APPENDIX C ****

INTRASTATE NETWORK

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)
- 3)

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)

Statewide

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 service begin?

Not applicable

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

Not applicable.

UTILITY OFFICIAL:



Signature

12-2-99
Date

Robert Buffa
Vice President
Interloop, Inc.,
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020
Telephone: (954) 454-3002
Facsimile: (954) 454-9230

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

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

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

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

Extended Service Area with These Exchanges

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.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, 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 Creet, 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.

X-Tel intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

November 4, 1999

INTERLOOP, INC.
2514 HOLLYWOOD BLVD., SUITE 404
HOLLYWOOD, FL 33020

The Articles of Incorporation for INTERLOOP, INC. were filed on November 4, 1999, and assigned document number P99000097208. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H99000027994.

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. Please apply NOW with the Internal Revenue Service 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 corporations, please contact this office at the address given below.

Sincerely,
Becky McKnight
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 399A00053353

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

Interloop, Inc.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Interloop, Inc. with principal offices located at 2514 Hollywood Boulevard, Suite 402-408, Hollywood, FL 33020. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
 2514 Hollywood Boulevard, Suite 402-408
 Hollywood, FL 33020

CHECK SHEET

The sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each sheet.

Sheet	Revision	Sheet	Revision
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *		
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 those sheets included with this filing.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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ISSUED: August 23, 1999

EFFECTIVE:

**ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020**

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ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From Another Tariff Location
- N New Material
- R Change Resulting In A Reduction To A Customer's Bill
- T Change In Text or Regulation But No Change In Rate or Charge

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Aggregator - Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to end users of its premises for telephone calls using a provider of operator services.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

Carrier/Company - Interloop, Inc. unless otherwise specified or clearly indicated by the context.

Collect Call - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

1.1 Definitions, (Cont'd.)

Completed Calls - Completed calls are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed to a customer when brought to the Company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device.

Credit Card Call - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Interloop - Refers to Interloop, Inc., issuer of this tariff.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

1.1 Definitions, (Cont'd.)

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

Third Party Billed Call - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

V&H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

1.2 Abbreviations

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 2 — RULES AND REGULATIONS

2.1 Provision of Service

Interloop's services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Interloop arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Interloop may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Interloop network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission 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

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.4 Limitation of Liability, (Cont'd.)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- (A)** Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- (B)** All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- (A)** The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- (B)** When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- (C)** The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
- (D)** After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.7 Customer Responsibility, (Cont'd.)

2.7.2 Maintenance, Testing and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The Company does not require a deposit from the customer.

2.7.4 Advance Payments

The Company does not require advance payments for service.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.7 Customer Responsibility, (Cont'd.)

2.7.5 Credit Allowances, (Cont'd.)

(C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service due to customer or authorized user provided facilities.

2.7.6 Cancellation by Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.7.7 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.7 Customer Responsibility, (Cont'd.)

2.7.7 Payment and Charges for Services, (Cont'd.)

(A) Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) business days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. 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.

2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5, when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.8 Carrier Responsibility, (Cont'd.)

2.8.3 Disconnection of Service by Carrier

Carrier, upon five (5) business days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.9 Special Conditions Governing Operator Services

2.9.1 Company Obligations

When providing Operator Services to Aggregators, the Company will:

- (A) Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- (B) Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- (C) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- (D) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- (E) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.2 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill.

2.9.3 Call Routing

Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Company for appropriate handling.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- (A) Carrier will not knowingly bill for uncompleted calls.
- (B) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- (C) An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- (D) An uncompleted call does not include calls using busy line interrupt, -line - status verification or directory assistance services.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.10 Contracts - 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 a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract. Services on a contract basis will be filed for approval by the Commission.

2.11 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. Services on a promotion basis will be filed for approval by the Commission.

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE

3.1 General

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

3.2 Timing of Calls

Billing for calls placed over the Interloop network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 The minimum initial period and additional periods for billing purposes is outlined in each service description.

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

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued

3.4 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The Customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier 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, Carrier may, upon written notice, terminate the customer's service.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Calculation of Distance

Company's rates are not distance sensitive or time of day sensitive.

3.7 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.8 Operator Assisted Calling**

3.8.1 Interloops's Operator Assisted Calling is available for use by presubscribed Customers and transient end users from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing method. Operator service charges are not discounted for time of day.

3.8.2 The Company offers many operator service rate plans depending upon the needs of a particular Aggregator location. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

ISSUED: August 23, 1999

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Direct Dial Service

Direct Dial Service is a flat rate outbound service over switched facilities. Rates are not mileage or time-of-day sensitive. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is eighteen (18) seconds.

3.10 Toll Free Service

Toll Free Service is available to Customers for incoing calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds.

3.11 Travel Card Service

Travel Card Service is available to Business and Residential Customers. Calls are originated by dialing a toll-free access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. A per call charge applies in addition to usage.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.12 Directory Assistance

A per call charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call. The per call charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested number.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES**4.1 Exemptions and Special Rates****4.1.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.1.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES, (CONT'D.)

4.1 Exemptions and Special Rates, (Cont'd)

4.1.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

4.1.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES, (CONT'D.)

4.2 Operator Assisted Calling

Calls are billed in full minute Additional Periods following an Initial Period of one (1) minute. No time of day or holiday discounts apply. Per minute rates and per call charges vary by call type as shown below:

	<u>Per Call Service Charge</u>	<u>Per Minute Usage Charge</u>
Customer Dialed Card Call (<i>0+ Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Dialed Card Call (<i>0- Calls</i>)		
Billed to a Calling Card	\$1.75	\$0.30
Billed to a Commercial Credit Card	\$1.75	\$0.30
Operator Station, Automated (<i>0+ Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Operator Station, Operator Assisted (<i>0- Calls</i>)		
Billed Collect	\$1.75	\$0.30
Billed to Third Party	\$1.75	\$0.30
Billed to Other	\$1.75	\$0.30
Person to Person Calls, All Calls (<i>0+ / 0- Calls</i>)		
All Billing Methods	\$3.25	\$0.30

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES, (CONT'D.)

4.3 Direct Dial Service

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is eighteen (18) seconds.

Rate Per Minute: \$0.079

4.4 Toll Free Service

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is eighteen (18) seconds.

Rate Per Minute: \$0.079

4.5 Travel Card Service

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is eighteen (18) seconds.

Rate Per Minute: \$0.25
Rate Per Call: \$0.25

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES, (CONT'D.)

4.6 Directory Assistance

A per call charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call. The per call charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested number.

Per call charge: \$0.95

4.7 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 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.

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

SECTION 4 - RATES, (CONT'D.)

4.8 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the The Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.30
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ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

ISSUED: August 23, 1999

EFFECTIVE:

ISSUED BY: Robert Buffa, Vice President
2514 Hollywood Boulevard, Suite 402-408
Hollywood, FL 33020

fl09900

ATTACHMENT III

FINANCIAL STATEMENTS

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.

Interloop, Inc.

Interloop, Inc. is a start-up company and does not have any revenues to date. The company submits its Balance Sheet as of November 1, 1999. The stockholders and owners are willing and able to provide additional capital to the company, if necessary, up to an amount of \$ 2,000,000 ⁰⁰

In addition, the company provides a projected Income Statement.



Peter Buffa, President
Interloop, Inc.

INTERLOOP, Inc
Balance Sheet
November 30, 1999

ASSETS

Current Assets		
Regular Checking Account	\$ 64,218.62	
Total Current Assets		64,218.62
Property and Equipment		
Furniture and Fixtures	8,094.38	
Total Property and Equipment		8,094.38
Other Assets		
Organization Costs	17,687.00	
Total Other Assets		17,687.00
Total Assets	\$ 90,000.00	

LIABILITIES AND CAPITAL

Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		0.00
Capital		
Paid-in Capital	\$ 100,000.00	
Net Income	<10,000.00>	
Total Capital		90,000.00
Total Liabilities & Capital	\$ 90,000.00	

Unaudited - For Management Purposes Only

Interloop, Inc.

Projected Statements of Operations and Significant Changes in Financial Position

For the Twelve Months and Year Ending December 31, 2000

Month	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL	% Sales
# of retail subscribers	0	0	100	400	700	1,000	1,300	1,600	1,950	2,300	2,650	3,050		
Revenues (Note B)														
Retail	0	0	62,900	251,600	440,300	629,000	817,700	1,006,400	1,226,550	1,446,700	1,666,850	1,918,450	9,466,450	72.63%
Wholesale	200,000	216,000	233,280	251,942	272,098	293,966	317,375	342,765	370,186	399,801	431,785	466,328	3,795,425	29.12%
Interest Income	0	6,399	5,819	5,319	4,704	3,953	3,116	2,512	1,881	1,471	1,334	1,528	38,036	0.29%
Revenue adjustments	(4,000)	(4,320)	(5,924)	(10,071)	(14,248)	(18,457)	(22,701)	(26,983)	(31,935)	(36,930)	(41,973)	(47,696)	(265,238)	-2.03%
Total Revenues	196,000	218,079	296,075	498,791	702,854	908,362	1,115,489	1,324,694	1,566,683	1,811,041	2,057,996	2,338,610	13,034,674	100.00%
Cost of Sales (Note C)														
Retail lines cost	0	0	16,165	64,661	113,157	161,653	210,149	258,645	315,223	371,802	428,380	493,042	2,432,878	18.66%
Wholesale lines cost	180,000	194,400	209,952	226,748	244,888	264,479	285,637	308,488	333,167	359,821	388,606	419,695	3,415,883	26.21%
Internet inter-connection	0	0	750	3,000	5,250	7,500	9,750	12,000	14,625	17,250	19,875	22,875	112,875	0.87%
ILEC new installations	0	0	30,000	90,000	90,000	90,000	90,000	90,000	105,000	105,000	105,000	120,000	915,000	7.02%
Miscellaneous	1,960	2,181	2,961	4,988	7,029	9,084	11,155	13,247	15,687	18,110	20,580	23,386	130,347	1.00%
Total Cost of Sales	181,960	196,581	259,828	389,397	460,324	532,716	606,691	682,380	783,683	871,983	962,442	1,078,998	7,006,982	53.76%
Gross Profit	14,040	21,498	36,247	109,394	242,531	375,646	508,798	642,314	783,000	939,058	1,095,554	1,259,612	6,027,692	46.24%
Operating Expenses (Note D)														
Advertising and marketing	0	100,000	50,000	50,000	50,000	50,000	40,000	40,000	40,000	40,000	40,000	40,000	540,000	4.14%
Automobile	2,250	4,500	4,500	4,500	7,500	8,000	8,000	8,000	10,000	10,000	10,000	10,000	87,250	0.67%
Billing services fees	3,920	4,234	5,805	9,869	13,963	18,088	22,247	26,444	31,296	36,191	41,133	46,742	259,933	1.99%
Depreciation and amortization	0	0	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	840,000	6.44%
OSS licencing fees	0	0	0	0	0	30,000	30,000	30,000	30,000	30,000	30,000	30,000	210,000	1.61%
OSS maintenance fee	0	0	0	0	0	20,000	20,000	20,000	20,000	20,000	20,000	20,000	140,000	1.07%
Gateway licencing fee	0	0	0	0	0	15,000	15,000	15,000	15,000	15,000	15,000	15,000	105,000	0.81%
Gateway maintenance fee	0	0	0	0	0	7,500	7,500	7,500	7,500	7,500	7,500	7,500	52,500	0.40%
Netcare maintenance fee	0	0	0	0	0	30,000	30,000	30,000	30,000	30,000	30,000	30,000	210,000	1.61%
Insurances	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000	0.92%
Interest expense	0	0	0	0	45,532	45,532	45,532	45,532	45,532	47,125	50,583	50,583	375,951	2.88%
Legal and professional	3,000	3,000	3,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	22,500	0.17%
Retail sales commissions	0	0	9,435	37,740	66,045	94,350	122,655	150,960	183,983	217,005	250,028	287,768	1,419,968	10.89%
Rent	3,100	3,100	3,100	3,100	6,200	6,200	6,200	6,200	9,300	9,300	9,300	9,300	74,400	0.57%
Virtual co-location costs	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000	1.20%
Salaries - executives	6,000	6,000	6,000	6,000	6,000	6,000	25,000	25,000	25,000	25,000	25,000	25,000	186,000	1.43%
Salaries - sales	6,250	12,500	12,500	12,500	12,500	20,000	20,000	20,000	25,000	25,000	25,000	30,000	221,250	1.70%
Salaries - technical	9,375	18,750	18,750	18,750	18,750	21,667	21,667	21,667	24,583	24,583	24,583	27,500	250,625	1.92%
Salaries - operations	15,625	31,250	31,250	31,250	31,250	43,917	43,917	43,917	56,750	56,750	56,750	67,083	509,709	3.91%
Salaries - accounting	3,250	6,500	6,500	6,500	6,500	8,833	8,833	8,833	11,167	11,167	11,167	11,167	100,417	0.77%
Salaries - office	2,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	6,000	6,000	6,000	6,000	54,000	0.41%
Payroll taxes	3,825	7,110	7,535	8,808	10,082	13,643	16,627	17,901	21,644	23,130	24,616	27,957	182,879	1.40%
Employee benefits	3,250	6,500	6,500	6,500	10,250	10,500	10,750	10,750	13,250	13,250	13,250	13,250	118,000	0.91%
Telephone and utilities	500	500	2,000	2,000	2,000	2,000	3,000	3,000	3,000	3,000	3,000	3,000	27,000	0.21%
Miscellaneous	980	1,090	1,480	2,494	3,514	4,542	5,577	6,623	7,833	9,055	10,290	11,693	65,173	0.50%
Total Operating Expenses	86,325	232,034	279,355	312,512	402,586	568,272	615,006	649,827	725,338	767,557	811,700	878,042	6,328,554	48.55%
Net Income (Loss)	(72,285)	(210,536)	(243,108)	(203,118)	(160,056)	(192,626)	(106,208)	(7,513)	57,662	171,501	283,854	381,570	(300,863)	-2.31%
Changes in Financial Position:														
Invested Capital - Shareholders	1,500,000												1,500,000	
Proceeds from long-term borrowings	5,000,000												6,050,000	
Accounts receivable increase			(61,016)	(199,861)	(233,726)	(239,849)	(239,805)	(239,757)	(270,526)	(278,175)	(279,656)	(310,412)	(2,352,782)	
Accounts payable increase	194,909	36,477	70,345	134,543	84,438	97,245	80,986	80,912	112,629	94,633	97,080	126,507	1,210,704	
OSS fee	(200,000)												(200,000)	
Gateway fee	(100,000)												(100,000)	
BellSouth application fee	(100,000)												(100,000)	
Security and other deposits	(100,000)												(100,000)	
Intangible costs	(50,000)												(50,000)	
Fixed assets purchased	(4,153,000)								(245,000)	(245,000)	(280,000)	(280,000)	(5,203,000)	
Principal reduction of debt								(107,000)	(107,000)	(113,000)	(127,089)	(127,090)	(581,179)	
Depreciation and amortization			84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	840,000	
Available Cash - End of Month	1,919,624	1,745,565	1,595,786	1,411,349	1,186,006	934,775	753,748	564,391	441,156	400,115	458,305	612,880	612,880	

See summary of significant projection assumptions and accounting policies and accountants' compilation report.

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

XTEL, INC. d/b/a ACG
Resumes of Key Employees

Peter Buffa - President and Chief Executive Officer

Mr. Peter Buffa serves as President and Chief Executive Officer of Interloop, Inc., a newly formed CLEC and has extensive experience in the management of telecommunications companies. Prior to his association with Interloop, he co-founded and served as President of Xtel, Inc., and prior to that was Chairman/CEO of Paycom, Inc., a privately held pay telephone company that provides pay telephone services to commercial properties throughout South Florida. In 1989 he founded and, until its sale in 1994, served as Chairman/CEO of TTI Long Distance, a facilities based long distance telephone company. In 1984, Mr. Buffa co-founded and served as Vice President/COO of TELSO, Inc., a large privately held public pay telephone company.

Robert Buffa - Vice President of Customer Relations

Mr. Robert Buffa, Vice President of Customer Relations, has many years of managerial experience in the telecommunications industry. In 1995 he founded and served as President of Affinity Communications Group, Inc, a provider of long distance, local, cellular and Internet services. From 1990 to 1994, Mr. Buffa served as Senior Vice President of TTI Long Distance, where he was responsible for the internal and outside sales channels, customer service and credit and collections for customers in 20 states.

Ariel Musibay - Vice President of Operations

Mr. Musibay, Vice President of Operations, comes to Interloop, Inc. from Bellsouth International where he served as Vice President of Negotiations and Routing. He began his telecommunications career in 1982 with Metromedia Long Distance where he served as Technical Support Manager and later as Director of Traffic Engineering. From 1991 to 1996 he was Director of Operations for TTI Long Distance and from 1996 through 1998 he was Director of Network Services for TresCom International.

Interloop, Inc.

EXHIBIT I

Management Profiles

XTEL, INC. d/b/a ACG
Resumes of Key Employees

Peter Buffa - President and Chief Executive Officer

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210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

December 3, 1999
Overnight

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

DIVISION OF
ADMINISTRATION
1999 DEC -6 AM 10: 27
FLORIDA
PUBLIC SERVICE COMMISSION

DEPOSIT
D 2 1 6
DATE
DEC 0 6 1999

RE: Transfer of Existing Certificate for Authority to Provide Alternative Local Exchange Telecommunications Services within the State of Florida.
from **Xtel, Inc. to Interloop, Inc.**

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application to transfer an existing ALEC certificate. Xtel received its Consummating Order issued December 2, 1999 in Docket No. 991219-TX for Certificate Number 7259 and now wishes to transfer the certificate to Interloop, Inc.

Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

TECHNOLOGIES MANAGEMENT, INC. P.O. BOX 200 WINTER PARK, FL 32789-0200 (407) 740-8575		BANK OF AMERICA WINTER PARK, FL 32789 85-27831		24859
PAY TO THE ORDER OF Florida Public Service Commission				\$ **250.00
Two hundred fifty and 00/100				DOLLARS
MEMO Florida Public Service Commission		DOCUMENT NUMBER - DATE 14873 DEC 08		<i>C. Marigliano</i>