

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

1440 NEW YORK AVENUE, N.W.

WASHINGTON, D.C. 20005-2111

TEL: (202) 371-7000

FAX: (202) 393-5760

http://www.skadden.com

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January 11, 2001

VIA OVERNIGHT DELIVERY

Florida Public Service Commission
Divisions of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

01-0063-TI

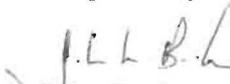
Re: Application of LightSource Telecom I, LLC for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Interexchange Telecommunications Services Throughout the State of Florida

To Whom It May Concern:

Enclosed on behalf of LightSource Telecom I, LLC ("LightSource") are an original and six (6) copies of the above-referenced Application. Please note that LightSource is seeking confidential treatment of certain financial information and has filed these documents under seal.

Please date stamp the extra copy of this filing and return it in the self-addressed envelope provided. If you have any questions, please do not hesitate to contact John Beahn at (202) 371-7392.

Respectfully Submitted,


John Beahn

Counsel to LightSource Telecom I, LLC

01 JAN 12 AM 10:08

FedEx.USA Airbill

8236 5724 6782

0215

Form I.D. No.

FedEx Copy

1 From

4a Express Package Service

Packages up to 150 lbs. Delivery commitment may be later in some areas.

Date 01-12-01

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FedEx Priority Overnight
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SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

1100 AVENUE, N.W.
WASHINGTON, D.C. 20005-2111

DIRECT DIAL
(202) 371-7392

JOHN M. BEAHN

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1440 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-2111

TEL: (202) 371-7000
FAX: (202) 393-5760
E-MAIL: jbeahn@skadden.com

Junda Williams

0007 1811

DOCUMENT NUMBER-DATE
00729 JAN 17 05
FPSC-RECORDS/REPORTING

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

1440 NEW YORK AVE., N.W.
WASHINGTON, DC 20005

2167

PAY TO THE ORDER OF

Florida Public Service Commission
Two hundred fifty

DATE

January 12, 2001

15-120/540 DC 0710

250.00

DOLLARS

Bank of America 119.07(1)(z), Florida Statutes: Bank account numbers

or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt. The following are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

Beahn

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

LightSource Telecom I, LLC

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

4. Official mailing address (including street name & number, post office box, city, state, zip code):

29225 Chagrin Blvd, Suite 100, Cleveland, OH 44122

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

CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324

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

- Facilities-based carrier** - company owns and operates or plans to own an 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.

DOCUMENT NUMBER-DATE

00729 JAN 17 05

FPSC-RECORDS/REPORTING

10/17/05

- 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 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.

7. Structure of organization;

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> | |

8. **If individual,** provide:
Name: _____
Title: _____
Address: _____
City/State/Zip: _____

Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

9. **If incorporated in Florida,** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation,** provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

11. **If using fictitious name-d/b/a,** provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

12. **If a limited liability partnership,** provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** _____

13. **If a partnership,** provide name, title and address of all partners and a copy of the partnership agreement.

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 34-1884929

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

() Yes () No

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?
The company will bill its end users directly

17. Who will receive the bills for your service?

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

Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Jay Birnbaum

Title: Executive V.P. & General Counsel

Address: 10805 Parkridge Blvd, Suite 150

City/State/Zip: Reston, VA 20191

Telephone No.: 703-648-3404 **Fax No.:** 703-648-3422

Internet E-Mail Address: JBirnbaum@dtellc.com

Internet Website Address: _____

(b) Office joint of contact for the ongoing operations the company:

Name: Paul Saggese

Title: Director of Contract Management

Address: One SeaGate Suite 1160

City/State/Zip: Toledo, OH 43604

Telephone No.: 419-247-5580 Fax No.: 419-247-5582

Internet E-Mail Address: PSaggese@dtellc.com

Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Paul Saggese

Title: _____

Address: City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Applicant has not operated as an interexchange telecommunications
company in any state.

(b) has applications pending to be certificated as an interexchange telecommunications company.

Applicant has applications pending to be certificated as an interexchange
telecommunications company in the following states: AZ, CA, GA, MI,
NV, NJ, NM, NC, PA & VA.

(c) is certificated to operate as an interexchange telecommunications company.

Applicant is certificated to operate as an interchange telecommunications

company in the following states: CO, IL, OH, TX & UT.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Applicant has not been denied authority to operate as an interexchange

telecommunications company in any state.

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

Applicant has not had regulatory penalties imposed in any state.

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

Applicant has not been involved in any civil court proceedings with an

interexchange carrier, local exchange company or other telecommunications

entity.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

explain.

Attached as Exhibit 1.

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

N/A

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

a. **NITS 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

b. **NITS 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

c. **NITS with statewide flat rates per minute (i.e. not distance sensitive)**

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

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

_____ Method of access is via dedicated facilities

_____ Method of access is via switched facilities

h. _____ **Private line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

I. _____ **Travel service**

_____ Method of access is 950

_____ Method of access is 800

j. _____ **900 service**

k. X **Operator services**

X Available to presubscribed customers

_____ Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).

_____ Available to inmates

1. **Services included are:**

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

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

Attached as Exhibit 2.

23. Submit the following:

A. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Attached as Exhibit 3.

B. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Attached as Exhibit 3.

C. Financial capability.

The application **should contain the** applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

Attached as Exhibit 4.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

***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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.

3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Attached as Exhibit 5.

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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Mark G. Katko
Print Name


Signature

Chief Technology Officer
Title

1-9-01
Date

419-247-5580
Telephone No.

419-247-5580
Fax No..

Address: One SeaGate - Suite 1160
Toledo, OH 43604

THIS PAGE MUST BE COMPLETED AND SIGNED

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 provided 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 intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.

(The bond must accompany the application.)

UTILITY OFFICIAL:

Mark G. Katko
Print Name


Signature

Chief Technology Officer
Title

1-9-01
Date

419-247-5580
Telephone No.

419-247-5582
Fax No..

Address: One SeaGate - Suite 1160
Toledo, OH 43604

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Mark G. Katko
Print Name


Signature

Chief Technology Officer
Title

1-9-01
Date

419-247-5580
Telephone No.

419-247-5582
Fax No..

Address: One SeaGate – Suite 1160
Toledo, OH 43604

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:

Mark G. Katko
Print Name


Signature

Chief Technology Officer
Title

1-9-01
Date

419-247-5580
Telephone No.

419-247-5582
Fax No..

Address: One SeaGate – Suite 1160
Toledo, OH 43604

EXHIBITS

- Exhibit 1 - Response to Question 20
- Exhibit 2 - Proposed Tariff
- Exhibit 3 - Managerial and Technical Capability
- Exhibit 4 - Financial Capability
- Exhibit 5 - Verification

Response to Question 20

Eli Asher is LightSource's Chairman of the Board, Founder and Executive Vice President of Developer Sales and Marketing. Mr. Asher served for four years as president and Chief Executive Officer of Tri-Tech Systems, Int'l, Inc. ("Tri-Tech"), a start-up company with proprietary plastics processing technology. Mr. Asher raised more than \$14 million in research and development funding for Tri-Tech, which grew to employ thirty people under his tenure, and helped the company bring its first product to market. Subsequent market conditions forced Tri-Tech into Chapter 11 and, as a result of personal liabilities, Mr. Asher declared personal bankruptcy.

Proposed Tariff

LightSource Telecom I, LLC

Price List No. 2
Original Title Sheet No. 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by LightSource Telecom I, LLC, with principal offices at 10805 Parkridge Blvd, Reston VA 20191. 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.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

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Director of Contract Management
LightSource Telecom I, LLC

CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
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9	Original	34	Original
10	Original	35	Original
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12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
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22	Original		
23	Original		
24	Original		
25	Original		

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- D Delete or Discontinue.
- I Change Resulting in an Increase to a Customer's Bill.
- M Moved from Another Tariff Location.
- N New.
- R Change Resulting in a Reduction to a Customer's Bill.
- T Change in Text or Regulation but no Change in Rate or Charge.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between the 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 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).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

LightSource Telecom I, LLC

Price List No. 2
Original Title Sheet No. 6

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, long distance end-user communications services by LightSource Telecom I, LLC, hereinafter referred to as the Company, to Customers within Florida.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Billable Network Wiring: Work performed on a Customer's premises by a Company employee or representative at the Customer's request and not covered by other charges. Any work required to establish or reestablish network access to the Company-provided network interface is excluded.

Changes in Service: Includes changes in service or equipment subsequent to the establishment of such service or equipment, and rearrangements of network wiring (including house cable) which do not involve moves.

Commission: Refers to the Florida Public Service Commission.

Company: Refers to LightSource Telecom I, LLC, the issuer of this tariff.

Complex Service: Includes all other exchange service and their associated facilities and equipment excluded from simple service.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Issued: January __, 2001

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Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide "ALERG", issued by Bellcore.

Establishment of Service: The initial establishment of service or equipment for a Customer, and transfers of service and equipment from one premises to another on non-continuous property subsequent to the establishment of such service or equipment for a Customer.

Exchange Company or Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

Inbound-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (or "MPOP"): The main closet in the Customer's building.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Moves of Service: Includes relocations of service or equipment on the same continuous property subsequent to the establishment of such service or equipment for a Customer.

Multi-Frequency (or "MF"): An inter-machine pulse-type used for signaling between switches, or between switches and PBX/key systems.

Network Wiring: Network wiring work includes travel, preparation, wiring on the network side of the network interface.

Non-Recurring Charge "NRC": The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Other Company: An Exchange Company, other than the Company.

PBX: Private Branch Exchange.

Point of Minimum Penetration (or "POMP"): First point on a Customer's premises that the network facilities wiring is accessible.

Point of Presence (or "POP"): Point of Presence.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Issued: January __, 2001

Effective: January __, 2001

Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Simple Service: Simple residence and semi-public exchange service includes network exchange access lines and their associated facilities and equipment which met all of the following conditions: the network access lines are served from their normal serving central office; all terminations of the network access lines are confined to a single continuous property; Customer premises equipment connected to such network access lines is limited to non-key s with associated miscellaneous or supplemental equipment. Where more than one exchange service is billed on a single account, the multi-line account is considered simple only when all the network access lines meet the criteria as outlined in 1 through 3 preceding.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, or any other person authorized by a Customer to use service provided under this tariff.

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Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within Florida.

Customers and Users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.
- G. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, or the Services of its underlying carriers, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall in all cases be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities.

- B. The Company shall not be liable for any delay or failure of performance or equipment including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer. If the Company fails to install new service within five (5) business days of any application for new service or fails to install such service by the requested installation date when at least five (5) days notice is given, the Company shall waive at least one-half of the non-recurring installation charges set forth in this tariff. Furthermore, if the Company fails to install new service within ten (10) business days of any application for new service or fails to install such service by the requested installation date when at least ten (10) days notice is given, the Company shall waive all of the non-recurring installation charges set forth in this tariff.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (i) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or (ii) the reception of signals by Customer-provided equipment.
- G. Customers rebilling or reselling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. The Customer shall be provided with an estimate of any such additional charges prior to the performance of non-routine installation or maintenance.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.10 Customer Complaints**

The Company will fully and promptly investigate all complaints, and inform the Customer of the Florida Public Service Commission's informal complaint-handling procedures. Within ten business days of the date of receipt of the complaint, the Company will provide a report of a resolution of each complaint, to the Customer when a complaint is made directly to the Company and, to the Florida Public Service Commission and the Customer when a complaint is referred to the Company by the Public Utilities Commission. If an investigation is not completed within ten business days of the date of receipt of the complaint, the Company will provide interim reports to the Customer or to both the Customer and the Florida Public Service Commission, either orally or in writing, at five business day intervals until the investigation is complete, unless the Customer waives the right to receive such updates.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2.4 A Customer, User, or other authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 **Obligations of the Customer, (Cont'd.)**

2.3.1 **General, (cont'd.)**

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 **Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims, (cont'd.)

- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

- A. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 14 days of the invoice's postmark. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- B. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- C. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A Late Payment Charge applies to any unpaid balance carried forward from a monthly bill to the next month's bill, including all long distance charges billed by the Company for its interexchange service. Any such late payment charge shall not exceed 1.5% of the unpaid balance. The Customers bill will be considered to be mailed within seven (7) days of the billing cycle and will be considered past due if payment is not received within twenty-four days.
- F. The Customer will be assessed a charge of twenty dollars (\$25.00) or five (5) percent of the value of the check if the face value of the check exceeds \$300 for each check submitted by the Customer to the Company that a financial institution refused to honor.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to payment of all past due amounts.
- I. If an application for residential telephone service is accepted, the Customer may have the option of deferred payment arrangements on telephone installation charges, which if deferred, will be spread over a period of three months.
- J. If the Company undercharges or overcharges a Customer as the result of a miscalculation, inaccuracy, billing or other continuing problem under the Company's control or under the control of the entity for whom the Company is billing charges. The maximum portion of the undercharge that may be recovered from the customer in any billing month, based on the appropriate rates, will be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the customer agrees to alternative payment arrangements. The total overcharge and accrued interest will be reimbursed to the Customer within two (2) billing periods after such reimbursement is determined to be justified. The Company will state the total amount to be collected or refunded by the second bill mailed to the Customer after such collection or refund is determined to be justified. The adjustment shall be in the form of either a direct payment to the Customer or a credit to the Customer's account within the next two (2) billing periods. If the Customer's account is current, the Customer may opt for either a credit or a direct payment.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require an advance payment from the Customer. Any such advance payment will not exceed one (1) month's estimated charges and advance payments for service. The Company will credit this advance payment to the Customer's first month's bill.

2.5.4 Discontinuance of Service With Notice

The Company may discontinue service, with notice to the customer, without incurring any liability for any of the following reasons:

- A. Upon nonpayment of any amounts owing to the Company, provided that the Company gives the Customers five (5) working days notice and that the Company does not disconnect service sooner than 30 days after the due date of the bill. The Company may disconnect service during normal business hours. No disconnection for past due bills will be made after 12:30pm on the day preceding a day that services necessary for reconnection are not regularly performed or available.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may disconnect service provided that the Company gives the Customer five (5) working days notice.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Discontinuance of Service With Notice (cont'd)

- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, when the Customer has not provided adequate assurance of payment.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation.
- F. In the event of fraudulent use of the Company's network. In this event, the Company also may seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon failure to pay any advance deposit required by the Company.
- H. Upon failure to provide access to the Company's equipment or premises.
- I. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.(A) or 2.5.5.(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5. Discontinuance of Service Without Notice

The Company may discontinue service, without notice to the Customer, without incurring any liability for any of the following reasons:

- A. Upon the occurrence of a hazardous condition or Customer tampering with the equipment furnished and owned by the Company.
- B. Upon Customer use of the equipment in a manner as to adversely affect the Company's equipment or service to other Customers.
- C. Upon the unauthorized or fraudulent use of service.
- D. Local service may only be disconnected for Customer nonpayment of charges for local services for which the associated charges are directly regulated by the Florida Public Service Commission.
- E. Unless prevented by Circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5pm on the next business day following either: (1) receipt by the Company or its authorized agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company the conditions which warranted disconnection of service have been eliminated or (2) agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.

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Paul Saggese
Director of Contract Management
LightSource Telecom I, LLC

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.6.(A) through 2.5.6.(C) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

- C. No credit will be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company:
- D. Interruptions of 24 Hours or More shall be credited as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

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SECTION 2.0 - REGULATIONS, (CONT'D.)2.6 Allowances for Interruptions in Service, (Cont'd.)2.6.3 Credit for Failure of the Company to Install New Service

If the Company fails to install new service within 5 business days of an application for new service or fails to install such service by the requested installation date when at least 5 days notice is given, the Company will waive at least ½ of the non-recurring installation charges. If the Company fails to install new service within 10 business days of an application for new service or fails to install such service by the requested installation date, when at least 10 days notice is given, the Company will waive all non-recurring installation charges. Such credit will not be required if: (1) special equipment or service is involved; (2) application is for a new service in an undeveloped area where no facilities exist or (3) Applicant/Customer has not met pertinent tariff requirements.

2.6.4 Credit for Missed Customer Appointments

Upon request of the Applicant/Customer, when the Company fails to meet a scheduled installation appointment, the Company will waive the equivalent of at least ½ the regulated non-recurring installation charges. When the Company fails to meet an on-premise repair appointment or an outside repair commitment, the Company will credit the Customer's bill in the amount of at least ½ of one month's charges for any services rendered inoperative. These credits will not be required if: (1) the Company provides the Customer 24-hour notice of its inability to meet the appointment or commitment or (2) the effects of natural disasters prohibit the Company from providing such notice.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or

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Director of Contract Management
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SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND CHARGES

3.1 Service Offerings

3.2 Intrastate Toll Service

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

3.2.1 The following rate periods apply for the services offered under this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN	
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD							
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD							EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD							

* Up to but not including.

3.2.2 Charges

Daytime Rate - \$0.07

Evening Rate - \$0.07

Night/Weekend Rate - \$0.07

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SECTION 3.0 - SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

3.3 Toll Free Service

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls without incurring payment liability. The Customer dials "1-800" or "1-888" to access this service.

3.3.1 Daytime Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.3.2 Evening Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.3.3 Night/Weekend Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.4 Calling Card Service

This service permits Customers to originate calls from any line connected to the Public Switched Telephone Network by dialing the access code placed on the back of the card.

3.4.1 Daytime Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.4.2 Evening Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.4.3 Night/Weekend Rate

Actual - \$0.15 Max - \$0.25; Min - \$0.03

3.5 Charges

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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Managerial and Technical Capability

Eli Asher is LightSource's Chairman of the Board, Founder and Executive Vice President of Developer Sales and Marketing. As part of his 20 years of experience with start-up companies, Mr. Asher has developed substantial expertise in developing and marketing business applications for proprietary technology and intellectual property. His experience includes two years at Sand Technology Systems, Inc. ("**Sand Technology**"), the exclusive distributor of Hitachi peripherals in Canada. Mr. Asher helped to formulate a strategic business plan for the company and develop Sand Technology into a publicly traded Canadian company. Mr. Asher served for four years as president and Chief Executive Officer of Tri-Tech Systems, Int'l, Inc. ("**Tri-Tech**"), a start-up company with proprietary plastics processing technology. Mr. Asher raised more than \$14 million in research and development funding for TSI, which grew to employ thirty people under his tenure, and helped the company bring its first product to market. Mr. Asher also has been active in community service, serving for more than eight years as executive director of the Springfield Jewish Federation in Massachusetts. Mr. Asher received his undergraduate degree from Rutgers University and his Masters degree from Springfield College in Massachusetts.

Kevin Bennis is the President and Chief Executive Officer of LightSource and has over 25 years experience in the telecommunications industry. Mr. Bennis was most recently employed as President and Chief Executive Officer of Call-Net Enterprises, Inc. ("**Call-Net**"), the largest non-Bell long distance competitor in Canada, where he continues to serve on the Board of Directors. As President and CEO of Call-Net, Mr. Bennis was responsible for nearly one million residential customers, over 100,000 business customers, 180,000 internet subscribers, 2,400 employees and \$1.3 billion dollars in revenue. Under his direction, Call-Net successfully introduced internet call waiting service, residential 800 service (Canada's first) and Internet protocol virtual private network (IP VPN) service. Prior to his employment at Call-Net, Mr. Bennis was President of Pathnet, a carrier's carrier that provided fiber and wireless broadband capacity to under-served cities in the United States. Before working in this position, Mr. Bennis served as President of Frontier Communications, a \$1.9 billion long distance/integrated communications business. In addition, Mr. Bennis has over 21 years experience with MCI where he held various senior management positions, including Senior Vice President of Business Marketing, President of Banatel (a joint venture in Mexico with Banamex), President of the Systems Integration Division, and Vice President of Consumer Sales and Customer Service, in which position he supervised MCI's \$5 billion consumer revenue plan, including 12,000 sales and service professionals in 23 call centers and an annual budget of \$600 million.

Mark Katko is LightSource's Chief Technology Officer and Executive Vice President of Engineering Services and Support. Mr. Katko has 7 years of technical network design experience and has received four top annual awards from Ameritech as one of the top network designers in the United States. Prior to forming LightSource, Mr. Katko worked from 1993 to 1996 as Senior Design Engineer for The Koxlien Group, a communications consulting organization. At The Koxlien Group Mr. Katko designed and implemented a number of complicated and technical wide area networks for Fortune 500 companies such as Dana Corporation and Trinova, as well as numerous other private and publicly-held companies. Mr. Katko conceived, engineered, and implemented technology which allowed LCI International, Inc. ("**LCI**"), a multinational telecommunications company, to reconfigure its dedicated carrier connection (T1 type) to reduce customer rate structures. He designed and implemented a unique Wide Area Network for Mid Am, Inc., involving five separate banks and some 120

branches. Mr. Katko also created the LATA Pure Network, a proprietary network design, and served as co-leader of a project with engineers at Ascom Timeplex to develop a Branch Nodal Processor to implement his LATA Pure Network technology. Mr. Katko also developed and implemented a wide area network connecting 66 Sisters of Mercy Hospitals across the United States. Prior to his work at The Koxlien Group Mr. Katko served as Senior Analyst for Marathon Oil in pipeline and wide area network communications from 1991 to 1993. Mr. Katko received his B.S. in electrical engineering from the University of Texas.

Timothy M. Pruchnicki is the Vice-President and Field Engineer for LightSource and has nearly 30 years of experience in the telecommunications industry. Prior to joining LightSource, Mr. Pruchnicki worked for 29 years at AT&T, serving the past seven years as a Sales Case Manager. In that position he managed 30 regional managers and data consultants who were responsible for all high speed data installations, and supervised new product testing, evaluation and customer feedback monitoring. Mr. Pruchnicki's group also field-tested products such as Integrated Network Connection Services. Mr. Pruchnicki's other positions at AT&T included Data Processing, Human Resources, Accounting, Inventory Control, and Service Support. Mr. Pruchnicki oversaw the installation and programming of AT&T's Definity and Merlin switches and related hardware, and managed complex voice and data applications associated with T1s, and developed a procedures manual for complex voice/data implementation.

Ronald R. Teague is LightSource Senior Vice President, Corporate Development and has 32 years of corporate and entrepreneurial business management experience. In 1997 Mr. Teague co-founded Access-Toledo, Inc., which provides residential and business Internet services for a three-state area. Prior to this, Mr. Teague served as president of Kahn & Deihl, Inc., an optometric group, where in less than four years he developed the group's new contact-lens distribution division into the third largest contact lens distributor in the United States. Prior to his work at Kahn & Deihl, Mr. Teague worked for Owens-Illinois in senior management, serving in corporate development and concluding his career at Owens-Illinois as a member of the Senior Management Team which negotiated the company's leveraged buyout. Mr. Teague received his B.B.A. and M.B.A. degrees from the University of Toledo.

OTHER OFFICERS

James L. Otte is the Senior Vice President, Technical Operations. Mr. Otte has 14 years of experience in electronics engineering and is recognized as one of the top electronics engineers in the United States. Mr. Otte's electronics research and development work has resulted in the invention of various security devices and software that are now universally used in the security industry. One such invention was the electronic metal key access control system used by numerous hotels and Fortune 500 companies, and a trackable weapons container system used by the ATF and DEA. In 1996, Mr. Otte co-founded Glass City Internet Service, an internet company providing internet connectivity for residential and business purposes on a national scale. Mr. Otte developed a wireless Intranet application for Glass City, and co-developed several new Internet applications and products which are being sold today under the Microsoft and Cisco umbrellas. Prior to his work for Glass City, Mr. Otte served as Senior Vice President for Corporate Protection Services, Inc. ("CPS"), a company he co-founded in 1986 and which became one of the top electronic security firms in the United States. At CPS, Mr. Otte sold,

engineered, and supervised the installation of security protection services for numerous Fortune 500 companies, including Owens Corning, Roadway Express, British Petroleum, and Trinova. Mr. Otte received his B.S. in electrical engineering from the University of Toledo.

Bruce D. Meyer is the Director of Network Operations for LightSource and has 11 years of experience designing, installing, and operating a wide range of systems and networks. Prior to working for LightSource, Mr. Meyer served as a Network Analyst 3 for Mercy Health Partners, where he designed, installed, maintained and operated an enterprise-wide ATM network consisting of more than 4,000 workstations at more than 50 off-campus locations, and operated a wide range of technical devices including switches, hubs, bridges, gateways, and mainframes. Mr. Meyer worked as a Network Engineer for Promedica Health System, where he developed and maintained a virtual private network device. During this time he also monitored and maintained a firewall, planned the Y2K upgrade of routers, and managed a \$900,000 budget. Mr. Meyer served as Senior Network Analyst at St. Vincent Mercy Hospital where he played a key role in the operation and design of an enterprise-wide network. Mr. Meyer's career began at the Medical College of Ohio in 1989 where he was responsible for hardware, software, and systems support. Mr. Meyer received his B.B.A. in Information Systems from the University of Toledo.

Financial Capability

Exhibit 5

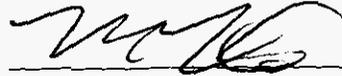
Verification

AFFIDAVIT

STATE OF OHIO §
 §
COUNTY OF LUCAS §

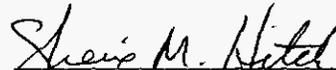
1. My name is Mark G. Katko, I am Chief Technology Officer of the Applicant LightSource Telecom, LLC.

2. I swear or affirm that I have personal knowledge of the facts stated in this Application Form, that I am competent to testify to them, and that I have the authority to make this Application on behalf of the Applicant. I further swear or affirm that all of the statements, representations and financial documentation provided in this Application are true and correct. In addition, I swear or affirm that the Applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served, to maintain the requested service and to meet its lease or ownership obligations.



Mark G. Katko

SWORN TO AND SUBSCRIBED before me on the 9th day of January, 2001.



Sherie M. Hitch
Notary Public
In and For the State of Ohio

My commission expires: Oct 31, 2005