

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

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

March 11, 2000

VIA OVERNIGHT DELIVERY

Mr. Dale Roberts
Chief A.L.J./Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

FILED

MAR 14 2000

Missouri Public
Service Commission

Re: Maxcess, Inc.

TA-2000-571

Dear Mr. Roberts:


Enclosed please find an original and fourteen (14) copies of Maxcess, Inc.'s Application for Certificate of Service Authority to Provide Interexchange Telecommunications Services Within the State of Missouri.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Please note that this Application is being submitted by myself and Judith A. Rau, Esq., Missouri Counsel, Bar # 24856.

Respectfully submitted,



Lance J.M. Steinhart
Attorney for Maxcess, Inc.

Enclosures

cc: Mr. Mike West
Office of Public Counsel

200000828

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

MAR 14 2000

In the matter of the
application
of Maxcess, Inc.
for a certificate of
service authority
to provide interexchange
telecommunications services

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Missouri Public
Service Commission

Case No. TA-2000-571

APPLICATION

Maxcess, Inc., ("Applicant"), a Florida corporation, files this verified application respectfully requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange telecommunications services pursuant to Chapter 392 of the Missouri Revised Statutes.
- (b) grants competitive status to Applicant, and classifies the Applicant's services as competitive.
- (c) waives certain Commission rules and statutory provisions pursuant to Section 392.420, RSMo Cum. Supp. 1992.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant are:

Maxcess, Inc.
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801
(407) 513-7700/Phone
(407) 513-7701/Facsimile

A copy of Applicant's Certificate Of Organization and certificate of authority from the Missouri Secretary of State to transact business in Missouri are attached hereto as Exhibit I.

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2. The name and address of Applicant's in-state attorney is:

Judith A. Rau, Esq.
Rau & Rau
119 E. Mill Street
Waterloo, Illinois 62298

3. Applicant commenced offering services in 1998 and currently provides internet, local and long distance services in the State of Florida. Applicant intends to expand its services offerings to include interexchange and local exchange services, both as a reseller and as a facilities-based provider. Applicant proposes to provide switched interexchange telecommunications services within Missouri including direct outbound dialing (1+ and 101XXXX), 800 and 888 (inbound Toll-Free), travel cards, and prepaid calling cards. Applicant proposes to provide service to prospective business and residential customers throughout the State of Missouri.

4. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Missouri. A brief description of the qualifications and experience of the key management employees is attached hereto as Exhibit II. A copy of the Applicant's Financial Statements for the eleven months ended November 30, 1999 is attached hereto as Exhibit III.

5. Applicant's draft Tariff is attached as Exhibit IV. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services offered, and a list of rates associated with such services.

6. Applicant requests classification as a competitive telecommunications company within the State of Missouri. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application will allow greater price and service options for telephone users.

7. Applicant also requests, pursuant to Section 392.420 RSMo (Cum. Supp. 1992), that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant:

392.240(1) Rates-reasonable average return on investment.
392.270 Property valuation.
392.280 Depreciation rates.
392.290 Issuance of stocks and bonds.
392.310 Issuance of stocks and bonds.
392.320 Issuance of stocks and bonds.
392.330 Issuance of stocks and bonds.
392.340 Reorganization.

4 CSR 240-10.020 Income on depreciation fund investments.
4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.
4 CSR 240-32.030(1)(B) Exchange boundary maps.
4 CSR 240-32.030(1)(C) Record of access lines.
4 CSR 240-32.030(2) Records kept within state.
4 CSR 240-32.050(3-6) Telephone directories.
4 CSR 240-32.070(4) Coin telephones.
4 CSR 240-33.030 Inform customers of lowest priced service.
4 CSR 240-33.040(5) Finance Fee.
4 CSR 240-30.040 Uniform System of Accounts

The above-referenced rules and statutory provisions have been waived to other interexchange carriers in prior cases.

8. Applicant, pursuant to Section 386.570, Cum. Supp. 1992, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

9. Correspondence or communications pertaining to this Application should be addressed to:

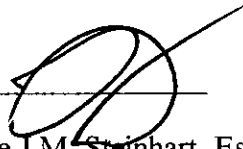
Lance J.M. Steinhart, Esq.
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
(770) 232-9208 (Fax)

10. Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of these services is in the public interest because the services will provide Missouri customers with

access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit directly, through the use of the competitive services to be offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant, Maxcess, Inc., respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company, and that its services be classified as competitive. In addition Applicant requests a waiver of the above-referenced rules and statutory provisions.

Respectfully submitted,



Lance J.M. Steinhart, Esq.
Attorney at Law
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
Georgia Bar No. 678222

and



Judith A. Rau, Esq.
Rau & Rau
119 E. Mill Street
Waterloo, Illinois 62298
(618) 939-7186
Missouri Bar No. 24856

Attorneys for Applicant

ATTACHED EXHIBITS

- | | |
|-------------|--|
| Exhibit I | Missouri Secretary of State Authorization
and Certificate of Organization |
| Exhibit II | Executive Officers' Qualifications and Experience |
| Exhibit III | Financial Information |
| Exhibit IV | Draft Tariff |

Exhibit I
Missouri Secretary of State Authorization
and
Certificate of Organization

No. F00480306

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

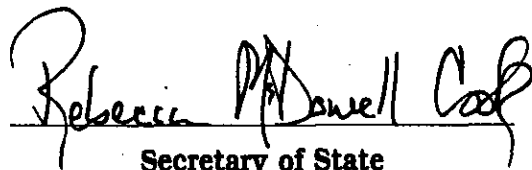
WHEREAS,
MAXCESS, INC.

using in Missouri the name
MAXCESS, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of FLORIDA.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of FEBRUARY, 2000.


Secretary of State

\$155.00



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of MAXCESS, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is P99000048609.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Sixth day of August, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION OF MAXCESS, INC. EFFECTIVE DATE 6-8-1998

In compliance with the requirements of F.S. Chapter 607, the undersigned, being a natural person, does hereby act as an incorporator in adopting and filing the following articles of incorporation for the purpose of organizing a business corporation.

ARTICLE I

The name of the corporation ("Corporation") is Maxcess, Inc.

ARTICLE II

The street address of the principal office of the Corporation is 14119 West Newberry Road, Newberry, Florida 32669.

ARTICLE III

The maximum number of common shares this Corporation is authorized to issue is 200. All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

ARTICLE IV

The initial street address of the Corporation's registered office is 14119 West Newberry Road, Newberry, Florida 32669. The initial registered agent for the Corporation at that address is James Carl Marchant, Jr.

ARTICLE V

The initial board of directors shall consist of 1 member. The name and address of the person who will serve on the initial board of directors is:

Name: James C. Marchant, Jr. Address: 14119 West Newberry Road, Newberry, Florida 32669

ARTICLE VI

The names and street addresses of the persons signing these articles of incorporation are:

Name: James C. Marchant, Jr. Address: 14119 West Newberry Road, Newberry, Florida 32669

Brenda Lee Hamilton FL Bar Member 004618

Law Office of Brenda Lee Hamilton, P.A. 355 South Federal Highway, Suite 400 Boca Raton FL 33432 561-416-8956

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SECRETARY OF STATE PALM BEACH COUNTY FLORIDA

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ARTICLE VIII

The corporation shall indemnify its directors, officers, employees, and agents to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned incorporator has executed these articles of incorporation this 26th day of May, 1999.

James C. Marchant Jr.
Name: James C. Marchant, Jr.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Maxcess, Inc. at the place designated in the articles of incorporation, the undersigned is familiar with and accepts the obligations of that position pursuant to F.S. 607.0301(3).

James C. Marchant Jr.
Name: James C. Marchant, Jr.

Date: May 26, 1999

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CERTIFICATE OF DOMESTICATION

The undersigned, James C. Marchant, Jr., President of Maxcess, Inc., a foreign corporation, in accordance with Florida Statutes, section 607.1801, does hereby certify:

1. The date on which corporation was first formed was June 8th, 1998.
2. The jurisdiction where the above named corporation was first incorporated was the State of Delaware.
3. The name of the corporation immediately prior to the filing of the Certificate of Domestication was Maxcess, Inc.
4. The name of the corporation, as set forth in its Articles of Incorporation, to be filed pursuant to ss. 607.0202 and 607.0401 with this certificate is Maxcess, Inc.
5. The jurisdiction that constituted the seat, siege, social principal place of business or central administration of the corporation, or any other equivalent thereto under applicable law immediately prior to the filing of the Certificate of Domestication was the State of Florida.

I am James C. Marchant, Jr., of Maxcess, Inc., and am authorized to sign this Certificate of Domestication on behalf of the Corporation and have done so this 26th day of May, 1999.

James C. Marchant, Jr.
 James C. Marchant, Jr., President of Maxcess, Inc.

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 99 MAY 27 AM 9:04
 SECRETARY OF STATE
 TALLAHASSEE FLORIDA

Brenda Lee Hamilton FL Bar Member 004618

Law Office of Brenda Lee Hamilton, P.A.
 555 South Federal Highway, Suite 400
 Boca Raton FL 33432
 561-416-8956

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
MAXCESS, INC.

Article III of the articles of incorporation of Maxcess, Inc. was amended by the corporation's board of directors on May 26th, 1999. The corporation is filing these articles of amendment to articles of incorporation pursuant to F.S. 607.0602.

- 1. The name of the corporation is Maxcess, Inc.
- 2. Article III of the articles of incorporation of Maxcess, Inc. was amended as follows:

" The maximum number of common shares this Corporation is authorized to issue is 100,000,000. All Common Shares shall be identical with each other in every respect and the holders of Common Shares shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

The maximum number of preferred shares this Corporation is authorized to issue is 20,000,000. The board of directors is authorized to provide for the issuance of such Preferred Stock in classes or series and the preferences, limitations, and relative rights of each class or series."

- 3. The foregoing amendment to articles of incorporation was duly adopted by the board of directors on May 26th, 1999.

In witness whereof, the undersigned Director of this corporation has executed these articles of amendment on May 26th, 1999.

James C. Marchant, Jr.
James C. Marchant, Jr., Director

99 MAY 28 PM 12:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Brenda Lee Hamilton FL Bar Member 004518
Law Office of Brenda Lee Hamilton, P.A.
555 South Federal Highway, Suite 400
Boca Raton FL 33432
561-416-8956

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Exhibit II
Executive Officers' Qualifications and Experience

See attached Resumes

Resume

James C. Marchant, Jr.

1708 NW 117th Terrace, Gainesville, FL 32606
Home Phone: 352-332-2969 Email: jcm@maxcess.net

Career Overview

Mr. Marchant has had fifteen years of professional leadership experience in information and communication industries, with a focus on providing unique solutions to satisfy the needs of business customers. Experiences include:

Accounting/Finance	Human Resources	Business Planning	Budgeting
Technology Evaluation	Network Integration	Project Management	Sales
Marketing	Systems Administration	Custom Solutions	Leadership

Education

Received degree in Criminal Justice from Troy State University, May 1978.

Career Experience

Maxcess, Inc.

Gainesville, FL

January 1999 to Present

CEO/President Mr. Marchant established Maxcess, Inc. in June of 1998. His vision is to build one of the world's first completely unified communications networks that offers more than just access and related services on one network and voice communications on another network. Mr. Marchant likes the idea of giving customers a high-speed "always-on" connection combined seamlessly into a national network using the latest in ultra-efficient carrier-grade converged network technology to deliver significant savings on voice, data, and video and add value by offering virtual private networks, network integration, unified messaging, video conferencing, and broadcast video.

Mercury Communications USA, Inc.

Gainesville, FL

December 1995 to January, 1999

CEO/President When the market for Internet services finally took off in 1995, Mr. Marchant saw the opportunity to put his business' 10+ years of Unix and networking experience to use. The Internet was built on Unix and networks, so this was a natural progression for his business. Mr. Marchant established Mercury Communications USA, Inc. in 1995. Mercury was one of the very first ISP's in Florida. Today there are over 850 ISP's in Florida. Mercury started before 56K-Flex, X2, or V.90 technology existed. For the first two years, Mercury used analog modems capable of 28.8Kbps and quickly established local points of presence in Newberry and Ocala. After that, Mercury was the first ISP in the region to offer 56K/X2 dialup connections. In addition to always being the first in the region to provide the latest ISP technology, Mercury also differentiated itself from all other ISP's in the area by providing free unlimited 24x7 expert technical assistance to all subscribers. Mr. Marchant also gave his subscribers a one-stop shopping place for all their Internet needs including web hosting, web page design, graphic arts, dialup access, dedicated access, network integration services, custom software development, and collocation services. By December, 1998, Mr. Marchant's business had grown to have 4,500 recurring subscriber services. In December of 1998, Mercury was bought out at an extremely attractive price. As voice, data and video converged to form a new communications world, Mr. Marchant saw that networks built only to carry voice and small amounts of data, or exclusively data would not be able to compete against a seamless completely unified network and hence the birth of Maxcess.

Marchant Business Systems, Inc.

June 1984 to February 1994

Gainesville, FL

President. Mr. Marchant established Marchant Business Systems, Inc. (MBS) in 1984. MBS became one of the nation's first AT&T Value-Added Resellers, and purchased the source code to a new Unix-based accounting system, and went into business selling true multi-tasking, multi-user computer systems. Mr. Marchant hired a technical and software development team. MBS installed complete turn-key custom hardware and software solutions. MBS expanded into local and wide-area networking starting with serial I/O systems (RS232) and evolved into Ethernet LAN's and digital WAN's. The company established the Internet domain *mbs.com* in 1991. In addition to many accounting systems customers scattered primarily throughout Florida, the company also served all computer and communications hardware, operating systems, software, custom applications, LAN, WAN, and systems administration needs for Check Express, Inc., a large national check-cashing and franchise operation.

Areas of Technical Familiarity

Mr. Marchant's technical expertise includes the following:

Computer Operating Systems

Sun Solaris, AT&T System V, Novell Unixware, SCO Unixware, SCO Unix, NCR Unix, IBM AIX, Microsoft Windows NT, 98, 95, 3.11, DOS, IOS

Software/Utilities/Servers/Clients

programming languages and compilers, 4GL's, databases, email servers, email clients, web servers, web browsers, DNS servers, DHCP servers, firewalls, Samba, VisionFS, HylaFax, word processors, presentation software, spreadsheets, diagram/flowchart software, optical character recognition software, graphical editors, text editors, terminal emulators, dialup networking, anti-virus software, data compression software, scheduling software, financial/accounting software

Network Media and Related Concepts

PRI, BRI, T1, T3, DS0, DS1, DS3, OC-3, OC-12, OC-48, OC-192, ISDN, POTS, Frame Relay, PVC, ATM, SONET, QoS, VoFR, VoIP, VoDSL, VoATM, TDM, VPN, PSTN, PBX, HDSL, CDSL, SDSL, IDSL, HDSL2, ADSL, G.Lite/UADSL, VDSL, RADSL, DACS, DSX, NEBS3, ILEC, CLEC, RBOC, CBR, UBR, VBRrt, VBRnt, SS7, E-911, UNE, dry copper, one-pair, two-pair, coax, fiber, 10BaseT, 10Base2, 100BaseT, MDF

Equipment

Ethernet hubs, Ethernet switches, Cisco routers, USR/3Com Total Control Enterprise Hubs, TSU's, ISDN terminal adapters, POTS modems, PC's, Laptops, Sun Microsystems computers, RAID controller boards, SCSI controller boards, IDE controller boards, video boards, network interface cards, sound cards, PCMCIA cards, IBM RS/6000's, symmetric multi-processor systems, 10/100BaseT-to-Fiber converters, X-Terminals, character-based (dumb) terminals, print servers, laser printers, dot matrix printers, scanners, zip drives, floppy drives, hard drives, QIC drives, DAT drives, CD-ROM drives.

Familiar with general function of: DMS100, DMS500, DACSII, CBX, CVX, 5ESS, AX1250, PathStar, Shasta, Redback, DSLAM, Tandem Switch

Other

Telecommunications Regulatory Issues

Associations

Mr. Marchant serves many leadership roles as a highly respected member of the business community. His roles include the following:

1. Serves on the Florida Chamber Board of Governors including the taxation and members council committee from November, 1996 to the present.
2. Founded the Florida Internet Service Providers Association (FISPA) April, 1996. Served as Vice-President until November 1997. FISPA is the nation's first and best Internet service providers association.
3. Elected President of FISPA November, 1997 for two-year term and was re-elected as president for a second two-year term on November, 1999.
4. Selected by the Florida Legislature to serve on the Florida Information Service Technology Development Task Force and serve on E-laws: Regulatory and Administration sub-committee in July 1999
5. Successfully lobbied against Internet taxation in Florida during the 1996 Florida legislative session.
6. Selected to serve on Rep. Sharon Merchant's Workgroup on Internet Crime Against Children April, 1999.
7. Selected to serve on Florida Chamber Management Corporation committee October 1999.
8. Member of the Florida Chamber of Commerce since 1995.

References

Available upon request.

Resume
Daniel H. Webb

526 NW 99 Terrace, Gainesville, FL 32607
Home Phone: 352-331-1379 Email: dan@maxcess.net

Objective

To hold a position where my strengths in software development, operating systems management, and administration of systems, local area and wide area networking can best be utilized.

Education

Received Bachelor of Science in Business Administration, specialization in Computer and Information Sciences, University of Florida, May, 1986.

Employment

Maxcess, Inc.

Gainesville, FL

January 1999 to Present.

Chief Technical Officer. Responsibilities include selection of hardware and service vendors for building a nationwide converged, unified telecommunications and data/video network. Also responsible for selection of service partners for local and long-haul communications transport services, and Internet connectivity. Duties require excellent understanding of the very latest technological solutions for all aspects of the converged network and its services, and also requires excellent understanding of regulatory issues, marketing, sales, finance, and operations.

Mercury Communications USA, Inc.

Gainesville, FL

December 1995 to January, 1999

Vice President of Operations. Responsibilities included management of systems administrators, sales staff, technical support/call center staff, and clerical/bookkeeping staff for this Internet service provider company. Also wrote and implemented an automated billing system which was fully integrated with an existing accounting system. Also wrote customized business applications for customers using the C programming language and a relational database in various Unix environments. Also did network integration projects for customers, connecting those networks to the Internet and creating Virtual Private Networks. Key vendor contact for ordering, installation, and maintenance of data and telephony circuits.

Energizer Power Systems, Inc.

February 1994 to December 1995

Gainesville, FL

Senior Analyst Programmer. Responsible for software development and maintenance projects for Energizer's Battery Test and Evaluation group. Projects required thorough knowledge of Energizer's data acquisition systems running a real-time operating system (RTE-A) on HP1000 computers and interfacing to an HP9000 (HP-UX) for data storage and reporting. All software modifications had to be right the first time as there was no test system. Successfully demonstrated ability to quickly learn a totally different kind of operating system, programming language, scientific application, and apply that knowledge to quickly and successfully implement major system expansion projects.

Marchant Business Systems, Inc.

June 1986 to February 1994

Gainesville, FL

Computer Programmer. Responsible for selection and configuration of customer hardware and operating systems. Provided complete turn-key accounting and point of sale systems on AT&T 3Bx, Intel x86, and IBM RS/6000 hardware using System V Unix and AIX. Wrote a complete integrated accounting system using C, a relational database, and 4-GL tools. Did local and wide area networking using serial I/O and dialup and leased lines connected with multiplexors and modems. Responsible for all aspects of systems administration, applications development, customer training, sales, and marketing.

Core Competencies

The majority of my career has been spent writing Unix-based software applications in "C", and interfacing those applications to a **database**. I'm quite expert at most aspects of **System V Unix**, **UnixWare**, and **AIX**. I'm also very good with **shell scripting**, and making use of the numerous utilities that exist within the Unix environment to accomplish complex tasks without writing much code (this includes the more obvious utilities such as cat and sort, for example.) I'm have some experience and am quite comfortable working in a **Solaris** environment. I'm also quite expert with **BASIC**, **Pascal**, **FORTRAN**, and **COBOL**, although I have not made use of those languages for quite some time. Also, I've been using "vi" for so long that it has become an extension of my body. I have a strong background in financial accounting.

Other Areas of Technical Familiarity, Concepts, and Equipment

These are areas with which I am familiar and have experience to varying degrees, but would not want to lead you to believe that I am an expert:

Software/Utilities/Servers/Clients

make, sed, awk, sendmail administration, DNS administration, WindowsNT, Windows3.11, Windows95, DOS, X11, SQL, Samba, VisionFS, HylaFax, CheckPoint/FireWall1

Network Media and Related Concepts

PRI, BRI, T1, T3, DS0, DS1, DS3, OC-3, OC-12, OC-48, OC-192, ISDN, POTS, Frame Relay, PVC, ATM, SONET, QoS, VoFR, VoIP, VoDSL, VoATM, TDM, VPN, PSTN, PBX, HDSL, CDSL, SDSL, IDSL, HDSL2, ADSL, G.Lite/UADSL, VDSL, RADSL, DACS, DSX, NEBS3, ILEC, CLEC, RBOC, CBR, UBR, SS7, E-911, UNE, dry copper, one-pair, two-pair, coax, fiber, 10BaseT, 10Base2, 100BaseT

Equipment

Ethernet hubs, Ethernet switches, Cisco routers, USR/3Com Total Control Enterprise Hubs, TSU's, ISDN terminal adapters, POTS modems, PC's, Sun Microsystems computers, RAID controller boards, SCSI controller boards, IBM RS/6000's, Symmetric Multi-Processor Systems, 10/100BaseT-to-Fiber converters, X-Terminals, Character-based (dumb) terminals, Print Servers, Laser Printers, Dot Matrix Printers

Familiar with general function of: DMS100, DMS500, DACSII, CBX, CVX, 5ESS, AX1200, PathStar, Shasta, DSLAM, Tandem Switch

Other

Telecommunications Regulatory Issues,

Interests

Currently teach first and second grade Sunday School at Grace United Methodist in Gainesville, Florida. I am very devoted to my wife and family. I enjoy spending time with the Lord and with my family, and I support my family's efforts to serve God. I also enjoy travel, fishing, cooking, gardening, and Gator athletics.

References

Available upon request.

Managing Partner

The Founder and Managing Partner has over twenty-five years of business experience with twenty of those years in medical and information technology environments. Highlights of his management experience include positions as:

- o Executive Vice President and Chief Operating Officer of a privately-held software company in Boston. He profitably grew that company from under \$2 million to \$15 million in just over three years.
- o Chief Financial Officer of a \$40 million medical equipment manufacturer that more than doubled each year.
- o Director of Financial Planning and Analysis for a \$1 billion pharmaceutical and medical products company in Chicago.

Complete Management History

1988 - 1998	Founder and Managing Partner	Thomas Watt & Associates Atlanta, GA & Boston, MA
1985 - 1988	Exec. VP & Chief Operating Officer	InterSystems Corporation Boston, MA
1982 - 1983	Chief Financial Officer	Support Systems International Charleston, SC
1978 - 1982	Assistant Group Controller Medical Products Group Corporate Director, Financial Planning & Analysis	G. D. Searle & Co. Chicago, IL
1975 - 1978	Director - Market Research & Planning Controller - Distribution & Service Planning Manager - Distribution & Service	Rockwell International Corp. Admiral Group Chicago, IL
1974 - 1975	Senior Financial Analyst	Norlin Corporation, Chicago, IL
1973 - 1974	Financial Analyst - Asset Management	CNA Financial Corporation Chicago, IL

Military Experience U. S. Navy Officer 1967 - 1971

Education
M.B.A Finance University of South Carolina 1972
B.S. Mathematics Illinois Institute of Technology 1967

MICHAEL D. WEST
5001 WEST 129TH STREET
LEAWOOD, KANSAS 66209
H: 913-897-0371
W: 913-534-6224

PROFESSIONAL OBJECTIVE:

My objective is to acquire an executive level management position within a professional, progressive and competitive organization. The position must offer the opportunity to explore and build an infrastructure to successfully compete in today's market while creating shareholders' value.

CAREER OVERVIEW:

Extensive experience in the development of highly competitive organizations with a focus on new revenue generation, profitability and meeting the needs and expectations of end-users. Management/technical experiences include but not limited to:

- Marketing -Sales -Software Analysis -Project Management -Network Control Center
- Vertical Markets -Residential and Business Focus -Technical Witness
- New Product/Application Development -Switching and Transmission -Engineering
- Strategic Planning -Contract Negotiations -Systems Integration

CAREER EXPERIENCE:

July 1998 to Present: Sprint National Integrated Services, Overland Park Kansas

Title: MANAGER, ACCESS STRATEGIES:

Strategic Planning (CLEC and IP)/National Standards/Process/Procedures/Negotiations

Directing teams that are developing processes and procedures necessary to position Sprint (as a CLEC) strategically, operationally and organizationally to include, but not limited to: Collocation Build-outs, Installation, Engineering, and Maintenance. I am also driving project management activities, while continuing to technically support national interconnection negotiations and function as Sprint's national technical witness.

August 1997 to July 1998: Sprint National Integrated Services, Overland Park Kansas

Title: MANAGER, NIS REGIONAL ENGINEERING PROCESS INFRASTRUCTURE PLANNING:

National Standards/Process/Procedures/Negotiations

Responsible for the development of network operational methods and procedures, disaster recovery planning, network performance standardization, contract and interoperability requirements of Sprint's network with other carrier's for local services. The responsibilities include, but not limited to; Installation, Engineering, Maintenance, Performance Standards and Technical Witness.

August 1996 to August 1997: Sprint World Headquarters, Westwood Kansas

Title: OPERATIONS PLANNING MANAGER: ILEC/CLEC Technical Contract Negotiations

I represented Sprint in RBOC contractual negotiations supporting Sprint's policy and technical requirements from an ILEC and CLEC position. I also facilitated and directed internal teams (Technical, Implementation, Legal, Regulatory, Costing, Billing and Policy) in bringing to closure complex business issues. (e.g. developing processes, tariff language, legal definitions, technical requirements, etc.)

November 1991 to August 1996: Sprint World Headquarters, Westwood Kansas

DIRECTOR BUSINESS MARKET: Data/Network/Video/Systems Integration

I directed the development of domestic marketing strategies, strategic initiatives, market size/growth forecast, pricing, sales activities, competitive analysis, advertising, and the launching of new products with a

major focus on revenue (growing revenue from \$12 to \$33 million the first year followed by continued growth of 35% -50%) and profitability, vendor management and vertical marketing applications.

January 1987 to November 1991: United Telephone Company of Ohio

GENERAL MANAGER: Data/Network Sales and Vertical Markets: Mansfield, Ohio

I developed and implemented multi-state marketing strategies, hired and positioned a highly competitive infrastructure (product development, sales, engineering and technical support), directed competitive analysis, tariff development, sales, engineering and maintenance of data and networking applications and transport elements. The first year the team was in place, we achieved 162% of the sales objective and began to position United Telephone as a strong competitive system integrator. As a result, corporate management recognized the success of the regional team that resulted in a system wide effort that I led.

October 1984 to January 1987: United Telephone Company of Ohio

REGIONAL MANAGER: Transmission and Special Services: Lima, Ohio

I managed and directed the maintenance of all transmission equipment, installation and maintenance of special services, transmission control center, and all major pair gain devices for the western side of the State. I also was responsible for the maintenance of public microwave equipment.

September 1982 to October 1984: United Telephone Company of Ohio

SENIOR STAFF ANALYST/TECHNICAL SOFTWARE: Mansfield, Ohio

This position supported all DMS 100/200 Digital Switches within the State of Ohio. The support focused on outage assistance and control, referrals, test and acceptance, firmware and software control, technical audits, and translation changes. This position required strong technical and managerial skills.

March 1980 to September 1982: United Telephone Company of Ohio

FOREMAN: Network Control Center: Mansfield/Mt. Vernon, Ohio

While in this position I managed, developed, enhanced and controlled the dispatch of central office trouble tickets, the analysis of trouble reports and administered preventive maintenance programs. This position, as well, included the development and publication of key divisional results.

March 1977 to March 1980: United Telephone Company of Ohio

FOREMAN: Central Offices: Mt. Vernon, Ohio

I was responsible for managing the work force that maintained the central offices, transmission equipment, supported operator services and installation maintenance of special service circuits within the Mt. Vernon district.

March 1968 to March 1977: North Electric, Galion, Ohio

CENTRAL OFFICE INSTALLER, TECH A, INSTALLATION SUPERVISOR: Ohio and Pennsylvania

Responsibilities included the installation and testing of various types of North Electric switching equipment e.g.: NX-1D, NX-1E, NX-1 Centrex, NT400, NT-500 and associated power systems.

After two years of holding the position of installer, I was placed in charge of my first installation job managing 27 personnel. During the rest of my career with North Electric, I supervised and managed small and major installations.

AFFILIATIONS:

- President and Vice President of North Central Marketing and Sales Club. (1990-91)
- United-North Central Speakers Bureau (1988-91)
- President of Knox County International Management Council (1982)
- President Gymnastics Booster Club (1988)
- Committee Chairman Kiwanis Club
- Committee member, Richland Economic Development Corporation appointed by the Company
- President of United-North Central
- Active in community, school functions and organizations.

OTHER INTEREST:

Boating, snow skiing, golf, and family activities.

REFERENCES:

Exhibit III
Financial Information

FERS - Income Statement and Balance Sheet
 Income Statement
 1999 1 - 1999 11

		MONTH-TO-DATE	YEAR-TO-DATE
4025	SALES: BILLABLE SW PROG & SERVICE	12,405.02	12,405.02
TOTAL SALES		12,405.02	12,405.02
5030	COGS-PHONE AND DATA CIRCUITS	17,384.05	17,384.05
TOTAL COST OF GOODS SOLD		17,384.05	17,384.05
TOTAL GROSS PROFIT (LOSS)		-4,979.03	-4,979.03
6000	PAYROLL EXPENSE	63,851.43	63,851.43
6011	FEDERAL UC EXPENSE	242.51	242.51
6012	STATE UC EXPENSE	30.31	30.31
6013	SOCIAL SECURITY EXPENSE	4,884.65	4,884.65
6020	UTILITIES EXPENSE	1,839.76	1,839.76
6027	CONFERENCE/CONVENTION EXPENSE	2,500.00	2,500.00
6035	TAXES AND LICENSES	1,478.90	1,478.90
6038	HEALTH INSURANCE EXPENSE	2,809.58	2,809.58
6040	INSURANCE EXPENSE	2,072.91	2,072.91
6050	OFFICE SUPPLIES EXPENSE	1,573.95	1,573.95
6055	FREIGHT/SHIPPING	493.36	493.36
6056	POSTAGE	230.00	230.00
6065	AUTO EXPENSE (REPAIR & MAINTENANCE)	240.64	240.64
6070	BANK CHARGES	293.34	293.34
6077	DUES & SUBSCRIPTIONS	960.00	960.00
6080	PROFESSIONAL SERVICES	22,465.63	22,465.63
6081	WEB SITE DEVELOPMENT SERVICES	10,000.00	10,000.00
6085	LEGAL SERVICES	26,795.85	26,795.85
6086	BOOKKEEPING SERVICES	10,000.00	10,000.00
6092	REPAIRS & MAINTENANCE (OFFICE)	276.81	276.81
6093	LAWN MAINTENANCE	300.00	300.00
6094	WASTE REMOVAL/PROPERTY MAINTENANCE	465.06	465.06
6102	DIAL-UP EXPENSE	1,289.04	1,289.04
6105	TELEPHONE EXPENSE	12,169.79	12,169.79
6106	CELLULAR PHONE EXPENSE ALLTEL	628.03	628.03
6112	FINES AND LATE CHARGES	780.86	780.86
6115	LODGING EXPENSE	2,167.04	2,167.04
6120	AIRFARE EXPENSE	1,004.50	1,004.50
6125	AUTO FUEL/TRAVEL EXPENSE	768.14	768.14
6126	TRAVEL TOLL OR PARKING EXPENSES	441.05	441.05
6127	TRAVEL EXPENSE - MEALS	1,607.78	1,607.78
6130	AUTO RENTAL EXPENSE	249.02	249.02
6135	TRAINING EXPENSE	241.72	241.72
6150	CASH SHORT/OVER	337.07	337.07
TOTAL OPERATING EXPENSES		175,488.73	175,488.73
7000	INTEREST INCOME	806.51	806.51
7003	MISCELLANEOUS INCOME	800.00	800.00
TOTAL OTHER INCOME		1,606.51	1,606.51
7200	INTEREST EXPENSE	5,882.36	5,882.36
TOTAL OTHER EXPENSES		5,882.36	5,882.36
TOTAL OTHER INCOME AND EXPENSES		-4,275.85	-4,275.85

FSRS - Income Statement and Balance Sheet
 Balance Sheet
 AS OF 1999 11

	BALANCE
1003 FIRST UNION NATIONAL BANK ACCOUNT	403.24
1004 FIRST UNION NATIONAL BANK (CAP)	2,106.51
1005 MAXCESS TRUST - SUNWEST BANK	1,950,000.00
1010 PETTY CASH	300.00

TOTAL CASH	1,952,809.75

TOTAL ACCOUNTS RECEIVABLE	0.00

TOTAL INVENTORY	0.00

TOTAL CURRENT ASSETS	1,952,809.75

TOTAL FIXED ASSET	0.00

TOTAL OTHER ASSETS	0.00

TOTAL ASSETS	1,952,809.75
	=====

	BALANCE
2000 ACCOUNTS PAYABLE CONTROLLING ACCT	70,562.96
2015 FICA PAYABLE	732.18
2020 FED. W/H TAX PAYABLE	606.21
2025 FUTA TAX	-0.01
2030 SUTA TAX	-788.16

TOTAL CURRENT LIABILITIES	71,113.18

TOTAL LONG TERM LIABILITIES	0.00

TOTAL LIABILITIES	71,113.18

3010 PAID IN EXCESS OF PAR	2,145,000.00
3015 CURRENT EARNINGS	-184,743.61
3020 RETAINED EARNINGS	-78,559.82

TOTAL STOCKHOLDER'S EQUITY	1,881,696.57

TOTAL LIABILITIES & EQUITY	1,952,809.75
	=====

Exhibit IV
Draft Tariff

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

MAXCESS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Maxcess, Inc. ("Maxcess"), with principal offices at 100 West Lucerne Plaza, Suite 500; Orlando, FL 32801, toll free telephone number 888-609-9399. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Maxcess, Inc., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

DATE OF ISSUE: March 14, 2000 DATE EFFECTIVE: April 28, 2000
Mike West, COO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

WAIVER OF RULES AND REGULATIONS

392.240(1) Rates-reasonable average return on investment.
392.270 Property valuation.
392.280 Depreciation rates.
392.290 Issuance of stocks and bonds.
392.310 Issuance of stocks and bonds.
392.320 Issuance of stocks and bonds.
392.330 Issuance of stocks and bonds.
392.340 Reorganization.

4 CSR 240-10.020 Income on depreciation fund investments.
4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.
4 CSR 240-32.030(1)(B) Exchange boundary maps.
4 CSR 240-32.030(1)(C) Record of access lines.
4 CSR 240-32.030(2) Records kept within state.
4 CSR 240-32.050(3-6) Telephone directories.
4 CSR 240-32.070(4) Coin telephones.
4 CSR 240-33.030 Inform customers of lowest priced
service.
4 CSR 240-33.040(5) Finance Fee.
4 CSR 240-30.040 Uniform System of Accounts

DATE OF ISSUE: March 14, 2000 DATE EFFECTIVE: April 28, 2000
Mike West, COO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

MAXCESS, INC.

P.S.C. MO. TARIFF NO. 1

ORIGINAL SHEET 3

RESERVED FOR FUTURE USE

DATE OF ISSUE: March 14, 2000 DATE EFFECTIVE: April 28, 2000
Mike West, COO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

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TARIFF FORMAT

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

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

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

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

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Company or Maxcess - Used throughout this tariff to mean Maxcess, Inc., a Florida corporation.

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

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

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

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

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

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

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

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

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

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

DATE OF ISSUE: March 14, 2000 DATE EFFECTIVE: April 28, 2000

Mike West, COO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Maxcess for telecommunications between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company intends to provide service to both residential and commercial customers.

- 2.1.1 The services provided by Maxcess are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Maxcess and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Maxcess.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

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

- 2.2.4 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 Maxcess does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

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

- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Maxcess on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Maxcess.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Maxcess and the Customer when required for Maxcess personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Maxcess will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Maxcess equipment, personnel or the quality of service to other Customers, Maxcess may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Maxcess may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay Maxcess for replacement or repair of damage to the equipment or facilities of Maxcess caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Maxcess equipment installed at Customer's premises.
- 2.4.9 If Maxcess installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Maxcess may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any undisputed sum due Maxcess for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over services, or

2.5.1.C By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Maxcess from furnishing its services.

- 2.5.2 Without incurring liability, Maxcess may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by Maxcess without notice to the Customer, by blocking traffic to certain NXX exchanges, or by blocking calls using certain Customer authorization codes, when Maxcess deems it necessary to take such action to prevent unlawful use of its service. Maxcess will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee of 1.5% per month, or the amount otherwise authorized by law, whichever is lower, will be assessed upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 Reserved for Future Use.

2.11 Reserved for Future Use**2.12 Taxes**

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for approval.

2.13 Taxes and Fees for Prepaid Calling Cards

The prepaid calling card rate does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local sales taxes, which are required to be paid on usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Maxcess will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

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

100 West Lucerne Plaza, Suite 500
Orlando, FL 32801
(888) 609-9399

Any objection to billed charges should be reported promptly to Maxcess. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If a Customer accumulates more than One Dollar of undisputed delinquent Maxcess 800 Service charges, the Maxcess Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

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

3.4 Billing Entity Conditions

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

3.5 Service Offerings**3.5.1 1+ Dialing**

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

3.5.2 Travel Cards

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

3.5.3 800 Service (Toll-Free)

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

3.5.4 Maxcess Prepaid Calling Cards

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

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

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

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

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

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

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

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

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

3.5.5 Directory Assistance.

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

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Mike West, COO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

3.5.6 Reserved for Future Use.

3.5.7 Emergency Call Handling Procedures

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

3.5.8 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments

4.3 800 Service (Toll Free)

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments

4.4 Prepaid Calling Cards**Program**

A	\$.015	Per Telecom Unit
B	\$.019	Per Telecom Unit
C	\$.025	Per Telecom Unit
D	\$.029	Per Telecom Unit
E	\$.032	Per Telecom Unit
F	\$.035	Per Telecom Unit
G	\$.039	Per Telecom Unit
H	\$.045	Per Telecom Unit
I	\$.05	Per Telecom Unit
J	\$.06	Per Telecom Unit
K	\$.07	Per Telecom Unit
L	\$.08	Per Telecom Unit
M	\$.09	Per Telecom Unit
N	\$.10	Per Telecom Unit
O	\$.11	Per Telecom Unit
P	\$.12	Per Telecom Unit
Q	\$.13	Per Telecom Unit
R	\$.14	Per Telecom Unit
S	\$.15	Per Telecom Unit
T	\$.19	Per Telecom Unit
U	\$.20	Per Telecom Unit
V	\$.25	Per Telecom Unit
W	\$.29	Per Telecom Unit
X	\$.30	Per Telecom Unit
Y	\$.33	Per Telecom Unit
Z	\$.35	Per Telecom Unit
AA	\$.39	Per Telecom Unit
BB	\$.40	Per Telecom Unit
CC	\$.50	Per Telecom Unit

A \$.59 per call service charge applies.

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4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$25.00

4.7 Reconnection Charge

\$25.00

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4.8 Rate Periods

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

* To, but not including
 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.9 Payphone Dial Around Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; or calls placed from stations other than a pay telephone.

Surcharge Rate \$0.35 per call

STATE OF FLORIDA)
)
COUNTY OF ORANGE)
)

VERIFICATION

I, James C. Marchant, Jr., being duly sworn, declare that I am the President of Maxcess, Inc., the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

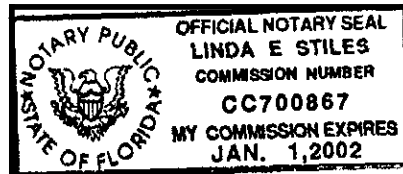
James C. Marchant, Jr.
James C. Marchant, Jr.

Sworn to before me, the undersigned Notary Public on this 2th day of March, 2000.

Linda E. Stiles
Notary Public

Print or Type Name

My commission expires:



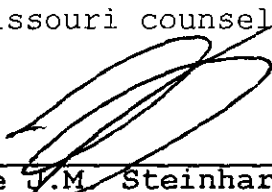
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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of the)
application of)
Maxcess, Inc.)
for a certificate of service) Case No.
authority to provide)
interexchange)
telecommunications services)

ENTRY OF APPEARANCE

COMES NOW Lance J. M. Steinhart, Attorney at Law and pursuant to rule 4 CSR 240-2.040 herewith files his Entry of Appearance on behalf of Applicant Maxcess, Inc., in connection with the above-styled proceeding. With respect to his entry, Mr. Steinhart hereby advises the Commission that he is a member in good standing of the State Bar of Georgia and the New York State Bar and is admitted to practice before District Courts. He also is on inactive status with the State Bar of Maryland. Neither the undersigned nor any member of his firm is disqualified to appear in any court. I also hereby designate Judith A. Rau, of the law firm of Rau & Rau, 119 E. Mill Street, Waterloo, Illinois 62298 to serve as our local Missouri counsel in this matter.




Lance J. M. Steinhart, Esq.
Attorney at Law
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(770) 232-9200
(770) 232-9208 (Fax)
Georgia Bar No. 678222

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telecommunications services)

ENTRY OF APPEARANCE

COMES NOW Judith A. Rau of the Law Firm of Rau & Rau, and pursuant to rule 4 CSR 240-2.040, herewith files her Entry of Appearance as local Missouri counsel on behalf of Applicant Maxcess, Inc., in connection with the above-styled proceeding.



Judith A. Rau, Esq.
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