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February 12, 1999

via OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Communications, Certification
& Compliance Section
2440 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

Re: FreedomTel, Inc.'s Application to Provide Interexchange Telecommunications
Services Within the State of Florida (the "Application")

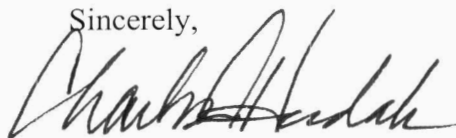
Dear Sir/Madam:

Enclosed are the original and six (6) copies of the Application. Please file the Application
in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

In addition, enclosed is a check in the amount of \$250.00 to cover the filing fee.

If you have any questions or comments, please call.

Sincerely,



Charles A. Hudak

CAH/cm
Enc.

cc: Mr. David Gillette
FreedomTel, Inc. (with enclosure)

 enclosed check:

DOCUMENT NUMBER-DATE

01930 FEB 15 99

FPSC-RECORDS/REPORTING

1. This is an application for ☒ (check one):
- ☒ Original authority (new company)
- ☐ Approval of transfer (to another certificated company)
Example, a certificated company purchases an existing company and desires to retain the original certificate authority.
- ☐ Approval of assignment of existing certificate (to a noncertificated company)
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
2. Name of applicant:
- FreedomTel, Inc. (the "Applicant")**
3. Name under which the applicant will do business (d/b/a/):
- FreedomTel, Inc.**
4. If applicable, please provide proof of fictitious name (d/b/a/) registration.
- Fictitious name registration number:
- Not applicable.**
5. A. National mailing address including street name, number post office box, city, state, zip code, and phone number.
- FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484**

- B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

6. Structure of organization: Check appropriate box(s)

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other , Please explain_____ |

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

Not applicable.

8. State whether any of the officers, directors, or any of the ten largest stockholders have previously been 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.

Not applicable.

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: **P98000079176**

Applicant's Certificate of Incorporation issued by the Florida Department of State is attached hereto at Exhibit "A".

10. Please provide the name, title, address, telephone number, Internet address, and facsimile number for the person servicing as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Charles A. Hudak, Esq.
Gerry, Friend & Sapronov, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346-2131
Telephone: 770 / 399-9500
Facsimile: 770 / 397-0000
Internet: chudak@gfslaw.com

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

Applicant has applied to provide alternative local exchange and long distance services within the State of Alabama.

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

Applicant has not been denied certification in any other State.

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

Applicant has not been penalized in any other State.

14. Please indicate how a customer can file a service complaint with your company.

Customers may file service complaints with the Applicant either via telephone, facsimile or U.S. mail or other delivery made to the following:

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514
Telephone: 850-479-1009
Facsimile: 850-476-6484

15. Please complete and file a price list in accordance with Commission Rule 25-24.825 (Rule attached)

Applicant's proposed price list attached hereto at Exhibit "B".

16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

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

Applicant's financial information is attached hereto at Exhibit "C".

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

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

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

If available, the financial statements should be audited financial statements.

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

B. Managerial capability.

Evidence of Applicant's managerial capability is attached hereto at Exhibit "D".

C. Technical capability.

Evidence of Applicant's technical capability is attached hereto at Exhibit "D".

(If you will be providing local intra-exchange switched telecommunications services then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

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 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".

Official: _____

David Gillette

January 19, 1999

Date

Title: President

850-479-1009

Telephone Number

Address:

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

EXHIBIT "A"

CERTIFICATE OF AUTHORITY



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FREEDOMTEL, INC., a Florida corporation, filed on September 14, 1998, as shown by the records of this office.

The document number of this corporation is P98000079176.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of September, 1998



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State

**ARTICLES OF INCORPORATION
OF**

FREEDOMTEL, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 SEP 14 PM 1:15

ARTICLE I. - NAME

The name of this corporation is FREEDOMTEL, INC.

ARTICLE II. - PURPOSE

This corporation is organized for the purpose of engaging in any and all business permitted under the laws of the State of Florida.

ARTICLE III. - CAPITAL STOCK

This corporation is authorized to issue Seven Thousand Five Hundred (7,500) shares of One Dollar (\$1.00) par value common stock.

ARTICLE IV. - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE V. PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of the corporation shall be:

FREEDOMTEL, INC.
8804 University Parkway
Pensacola, Florida 32514

The Board of Directors may change the address from time to time to any other address in the State of Florida.

ARTICLE VI. - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 8804 University Parkway Pensacola, Florida 32514, and the name of the initial registered agent of this corporation at that address is David C. Gillette.

ARTICLE VII. - INITIAL OFFICERS AND DIRECTORS

This corporation shall have two directors initially. The number of directors may be either increased or diminished from time to time by the By-Laws but shall never be less than one. The names and addresses of the initial directors and officers of this corporation are:

David C. Gillette
8804 University Parkway
Pensacola, Florida 32514

Margaret K. Gillette
8804 University Parkway
Pensacola, Florida 32514

ARTICLE VIII. - INCORPORATOR

The name and address of the person signing these Articles is:

David C. Gillette
8804 University Parkway
Pensacola, Florida 32514

Margaret K. Gillette
8804 University Parkway
Pensacola, Florida 32514

ARTICLE IX. - BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors and the shareholders.

ARTICLE X. - RESTRICTIONS ON TRANSFER OF STOCK

The corporation, and subject to the priority of the corporation, the remaining stockholders of the corporation, shall have a preference in the purchase of any shares of the capital stock of the corporation, and any attempted sale of such shares of stock in violation of this provision shall be null and void. In case a

stockholder, his personal representatives, heirs, devisees, legatees, pledgee, assignee, receiver, trustee in bankruptcy or any other person holding under or in privity with any stockholder, desires to sell his shares of stock, he shall file notice in writing of such intention with the Secretary of the corporation, stating the price and terms upon which he desires to sell such stock, and unless the terms of such offer are accepted by the corporation within ten (10) days, it shall be deemed to have waived its privilege of purchasing. In the event that the corporation is legally unable to purchase such stock or otherwise waives its privilege of purchasing, the Secretary of the corporation shall mail a written notice to all of the remaining stockholders, by certified mail, return receipt requested, advising them of the terms of such offer, and unless the terms of such offer are accepted by any or all of the other stockholders within ten (10) days from the date of mailing such notice, they shall be deemed to have waived their privilege of purchasing, and the stockholders or the person in privity with him desiring to sell shall be at liberty to effect a sale upon the terms of such offer. No stockholder who has given notice pursuant to this article, may thereafter sell such stock for a price or upon terms different than the offer contained in such notice, without again complying with the notice requirements of this article. Neither the corporation, nor the remaining stockholders (collectively), may exercise their privilege of purchasing as to any shares of stock less than the total number of shares involved in such offer.

ARTICLE XI. - INDEMNIFICATION

The corporation shall indemnify any officer or directors, or any former officer or director, to the full extent permitted by law.

ARTICLE XII. - AMENDMENT

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto.

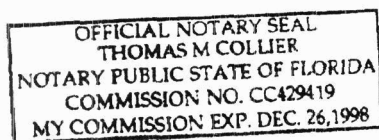
IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 8 day of Sept, 1998.

David C. Gillette
Subscriber

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared **DAVID C. GILLETTE**, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 8TH day of Sept, 1998.



TM Collier
TYPED NAME: TM COLLIER
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: 12/98

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for FREEDOMTEL, INC. at the place designated in the Articles of Incorporation, the undersigned agrees to act in this capacity, and agrees to comply with the provisions of Section 48.091 relative to keeping such office open.

DATE: 9/8/98

David C. Gillette
DAVID C. GILLETTE

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 SEP 14 PM 1:15

EXHIBIT "B"

PROPOSED PRICE LIST

This is an illustrative price list. Applicant will file a revised tariff indicating rates for resold local exchange telecommunications service with the Commission following the execution of the interconnection agreement being negotiated with BellSouth Telecommunications, Inc.

TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate, Local Exchange
Common Carrier Communications
Services Between Points in the
State of Florida

AND

**CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE**

This tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at FreedomTel, Inc., 8804 University Parkway, Pensacola, Florida 32514.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

CHECK LIST

Pages 1 to 38 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
9	Original	38	Original
10	Original		
11	Original		
12	Original		
13	Original		
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23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

SYMBOLS

Whenever Price List sheets are revised, changes will be identified by the following symbols:

- (D) Deleted or discontinued.
- (I) A change resulting in an increase to a customer's bill.
- (M) Moved from another tariff location.
- (N) New.
- (R) A change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation but no change in rate or charge.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

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Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

PRICE LIST FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page 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 of coding.

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

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

INTRODUCTION

This price list ("Price List") contains the regulations and rates applicable to the furnishing of local exchange telecommunications resale services by FreedomTel, Inc. (hereinafter referred to as "FreedomTel" or the "Company") between various locations in the State of Florida.

The regulations governing the provision and use of services offered under this Price List are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Price List are defined below.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Florida Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Price List.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 Technical Terms and Abbreviations, continued

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

ICB

"Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

IntraLATA Service

"IntraLATA Service" means a communication between two points located within a local access and transport area ("LATA").

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 Technical Terms and Abbreviations, continued

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Price List.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Residential Telecommunications Service ("Residential Service")

"Residential Telecommunications Service" ("Residential Service") has the meaning set forth in Section 3.1.1 hereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Price List), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Price List.

Resale Price List(s)

"Resale Price List(s)" means the Price List(s) of one or more Underlying Carriers.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 Technical Terms and Abbreviations, continued

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Price List.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Price List.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

1 Technical Terms and Abbreviations, continued

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Price List.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

2 RULES AND REGULATIONS

The Company is a reseller of regulated, local exchange services. The Services described in Section 3 of this Price List are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Price Lists which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Price List. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer); and (ii) those of this Price List, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code or (b) consumption of Services in excess of the Credit Limit (if any).

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2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Price List(s).

2.4 Call Blocking

Notwithstanding any other provision of this Price List, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges; or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' Price Lists (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

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2.5 Interconnection, continued

- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' Price Lists (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2.7 Title

Title to any and all equipment or facilities provided by Company under this Price List will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Price List); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

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2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Price List.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration; and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an ICB) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP; or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Price List, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears.

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2.14 Billing and Payments, continued

2.14.4 Except as otherwise provided in this Price List, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letters of credit or surety bonds in lieu of a deposit. All deposits will be collected in accordance with Regulation.

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2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (i) one (1) month's actual or estimated charges; or (ii) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17.2 Non-Recurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes.

2.20 Discontinuation

2.20.1 By Company. The Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation; and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A by order of a Governmental Authority;

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2.20 Discontinuation, continued

2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Price List, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was

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2.22 Limitation of Liability, continued

affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Price List will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure; (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Price List or with the Services; or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 libel or slander resulting from Subscriber's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party; or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month; (ii) are directly caused by the Company; and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this

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2.26 Credits and Credit Allowances, continued

computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

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2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Price List is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Florida.

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2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Price List to any affiliate or successor in interest.

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

2.35.2 where facilities other than those which the Company provides are requested by the Customer;

2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves;

2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

2.35.5 when Services are requested by a Customer on an expedited basis; or

2.35.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

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2.35 Special Construction, continued

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer; (ii) will be based upon the Company's actually incurred labor, material and other costs; and (iii) may include without limitation recurring, non-recurring, and early Termination Charges.

2.36 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

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3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Residential Service; (ii) Business Service; (iii) Optional Service Features; (iv) Directory Listing Service; and (v) 911 Service.

3.1.1 Residential and Business Services are switched, intraLATA, telecommunications services which permit Customers to establish communications between two locations within the same LATA. Residential and Business Services are available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Standard Features. Each Residential and Business Service Customer is provided with only local exchange service.

3.1.1.B Optional Features. Residential and Business Service Customers may select from the following optional features: (i) Call Waiting; (ii) Call Forwarding; (iii) Call Return; (iv) Caller ID; (v) Three Way Calling; (vi) Speed Dial; and (vii) Unpublished Number.

3.1.1.C Rates and Charges. The Company will charge a Residential or Business Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.5.1.

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3.1 Resold Local Exchange Services, continued

3.1.2 Optional Service Features

- 3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID. The Subscriber may view on a display unit the telephone number of incoming telephone calls.

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3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3 911 Emergency Service ("911 Service")

- 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any

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3.3 911 Emergency Service ("911 Service"), continued

other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.

3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

3.3.5 Customers residing in multi-tenant dwelling units (e.g., apartment complex) may be required to pay an initial 911 set up charge as set forth in Section 4.5 herein in order to enter the Customer's full and complete address into the 911 Service database. A Customer choosing not to have his full and complete address entered into the 911 Service database will be identified in the database only by the street address for the multi-unit complex, and not by the Customer's individual unit.

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4 RATES

4.1 Return Check Charge

The Customer will be charged fifteen dollars (\$15.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of Nineteen and 99/100 dollars (\$19.99) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Price List.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

4.4 Late Fees

Invoices past due after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

4.5 Rates for Resold Local Exchange Services

4.5.1 Residential Telecommunications Service

The following are rates and charges for the Company's Services which it intends to offer in the State of Florida. The Company reserves the right to offer additional Services or optional features as may be offered by the Company's underlying local exchange carrier (i.e., BellSouth Telecommunications, Inc.) at the Price Listed rates on file with the Commission, less a ten percent (10%) discount.

4.5.1.A Non-Recurring Charges

Line Connection Charge	\$XX
Line Change Charge	\$XX
Miscellaneous Service Charge (if applicable)	\$XX
911 Service Set-up Charge	\$XX

4.5.1.B Recurring Charges

Monthly Service	\$XX
Directory Listing	\$XX
911 Service	\$XX

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
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Pensacola, Florida 32514

4.5 Rates for Resold Local Exchange Services, continued**4.5.1.C Optional Features****4.5.1.C.1 Non-Recurring Charges**

Caller ID Set Up Fee	\$XX
----------------------	------

4.5.1.C.2 Recurring Monthly Charges

Call Waiting	\$XX
--------------	------

Call Forwarding	\$XX
-----------------	------

Three Way Calling	\$XX
-------------------	------

Speed Dial	\$XX
------------	------

Call Return	\$XX
-------------	------

Unpublished Telephone Number	\$XX
------------------------------	------

All Above Options	\$XX
-------------------	------

Caller ID	\$XX
-----------	------

4.5.2 Business Telecommunications Service**4.5.2.A Non-Recurring Charges**

Line Connection Charge	\$XX
------------------------	------

Line Change Charge	\$XX
--------------------	------

Miscellaneous Service Charge (if applicable)	\$XX
--	------

911 Service Set-up Charge	\$XX
---------------------------	------

4.5.2.B Recurring Charges

Monthly Service	\$XX
-----------------	------

Directory Listing	\$XX
-------------------	------

911 Service	\$XX
-------------	------

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

4.5 Rates for Resold Local Exchange Services, continued4.5.2.C Optional Features4.5.2.C.1 Non-Recurring Charges

Caller ID Set Up Fee	\$XX
----------------------	------

4.5.2.C.2 Recurring Monthly Charges

Call Waiting	\$XX
--------------	------

Call Forwarding	\$XX
-----------------	------

Three Way Calling	\$XX
-------------------	------

Speed Dial	\$XX
------------	------

Call Return	\$XX
-------------	------

Unpublished Telephone Number	\$XX
------------------------------	------

All Above Options	\$XX
-------------------	------

Caller ID	\$XX
-----------	------

4.6 Directory Assistance

The Company does not provide local directory assistance. Access to local directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

Issued: _____

Effective: _____

By: Mr. David Gillette
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4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4.8 Computation of Charges

Customers are charged a flat rate for monthly service as set forth in Section 4.5.1.

Issued: _____

Effective: _____

By: Mr. David Gillette
President
FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

EXHIBIT "C"

FINANCIAL INFORMATION

FreedomTel, Inc. is a privately-held Florida corporation which is wholly-owned by David C. and Margaret K. Gillette. Applicant is a newly-created company and accordingly, does not yet have any financial statements. A personal financial statement of Applicant's Shareholder, David Gillette is attached hereto.

In support of the Application, attached hereto at Exhibit "C" is the consolidated Income Statement of David C. and Margaret K. Gillette as of December 31, 1997. FreedomTel, Inc. has the assurance of its corporate shareholders that it will be provided the necessary capitalization to provide the proposed local exchange resale services properly and continuously in the State of Florida.

DAVID & MARGARET GILLETTE
Estimated Net Fair Value
As of December 31, 1997

ASSETS/(LIABILITIES)	<u>AMOUNT</u>
David's Account - AmSouth	\$ 2,755,400
Margaret's Account - AmSouth IMA	1,177,003
Joint PFS Account	14,516
Other Investment	10,100
Other Assets	<u>2,415,172</u>
TOTAL FAIR VALUE	6,372,191
Less Liabilities	<u>988,643</u>
NET FAIR VALUE	<u><u>\$ 5,383,548</u></u>

DAVID & MARGARET GILLETTE

Fair Value of Other Assets

As of December 31, 1997

<u>Asset</u>	<u>Approximate Cost</u>	<u>Approximate Value</u>	<u>Liabilities</u>
Home (with improvements) - Garvin Court	\$ 375,000	\$ 350,000	\$ -
Home (with improvements) - University Parkway	1,575,745	1,500,000	988,643
Home Furnishings	112,040	112,040	
Automobiles:			
1995 Conversion Van	37,000	37,000	
1965 Mustang	4,500	4,500	
Studio Land	23,500	23,500	
Sonshine Sound, Inc. - Equity	341,934	341,934	
Freedomnet, Inc. - Equity	54,561	46,198	
	<u>\$ 2,524,280</u>	<u>\$ 2,415,172</u>	<u>\$ 988,643</u>
Other Investment:			
Homestead Garden Apartments	<u>\$ -</u>	<u>\$ 10,100</u>	

DAVID & MARGARET GILLETTE
ESTIMATED NET FAIR VALUE
AS OF SEPTEMBER 30, 1996

ASSETS/(LIABILITIES)

DAVID'S ACCOUNT - AMSOUTH	\$ 2,818,505
MARGARET'S ACCOUNT - AMSOUTH IMA	994,019
JOINT PFS ACCOUNT	24,085
BROKERAGE ACCOUNT	140,000
OTHER ASSETS	<u>2,618,255</u>
TOTAL FAIR VALUE	\$ 5,594,864
LESS LIABILITIES	<u>(1,173,940)</u>
NET FAIR VALUE	<u>\$ 5,420,924</u>
NET FAIR VALUE @ 9/30/96	\$ 5,420,924
NET FAIR VALUE @ 12/31/95	<u>5,429,608</u>
INCREASE/(DECREASE)	<u>\$ (8,684)</u>

DAVID & MARGARET GILLETTE
FAIR VALUE OF OTHER ASSETS
AS OF SEPTEMBER 30, 1996

ASSET	APPROXIMATE COST	APPROXIMATE VALUE	LIABILITIES
HOME (WITH IMPROVEMENTS) - GARVIN COURT	375,000	328,000	359,000
HOME (WITH IMPROVEMENTS) - UNIVERSITY PARKWAY	1,516,334	1,525,000	994,087*
HOME (WITH IMPROVEMENTS) - RIVER GARDEN	182,500	195,000	179,853
HOME FURNISHINGS	112,040	113,000	
AUTOMOBILES			
'86 LEXUS (LEASED)	N/A	N/A	
'65 MUSTANG	4,500	4,500	
'95 CONVERSION VAN	37,000	37,000	
STUDIO LAND	23,500	30,000	
SONSHINE SOUND, INC. EQUITY	385,755	385,755	
TOTALS	2,636,629	2,618,255	179,853

* 1ST MORTGAGE	\$	499,628
2ND MORTGAGE		494,459
TOTAL	\$	994,087

DAVID & MARGARET GILLETTE
ASSETS NOT IN TRUST/CUSTODY ACCOUNTS

HOMESTEAD GARDEN APARTMENTS	\$	80,000
HOMESTEAD VILLAGE - FAIRHOPE		60,000
INTERMOBILE INVESTORS LP		<u>0</u>
TOTAL	\$	<u>140,000</u>

DAVID & MARGARET GILLETTE
ESTIMATED NET FAIR VALUE
AS OF DECEMBER 31, 1995

ASSETS/(LIABILITIES)

DAVID'S ACCOUNT - AMSOUTH	\$ 3,139,921
MARGARET'S ACCOUNT - AMSOUTH IMA	910,180
BROKERAGE ACCOUNT	220,000
OTHER ASSETS	<u>1,617,746</u>
TOTAL FAIR VALUE	\$ 5,887,847
LESS LIABILITIES	<u>(458,239)</u>
NET FAIR VALUE	\$ <u>5,429,608</u>
NET FAIR VALUE @ 12/31/95	\$ 5,429,608
NET FAIR VALUE @ 06/30/95	<u>5,405,584</u>
INCREASE/(DECREASE)	\$ <u>24,024</u>

**DAVID & MARGARET GILLETTE
FAIR VALUE OF OTHER ASSETS
AS OF DECEMBER 31, 1995**

ASSET	APPROXIMATE COST	APPROXIMATE VALUE	LIABILITIES
HOME (WITH IMPROVEMENTS) - GARVIN	375,000	350,000	
HOME (WITH IMPROVEMENTS) - SOUTHERN OAKS	94,500	94,500	
HOME (WITH IMPROVEMENTS) - RIVER GARDEN	182,500	182,500	(182,500)
HOME FURNISHINGS	50,000	25,000	
RESIDENTIAL LOT - RIVER GARDEN	40,000	50,000 45,000	
RESIDENTIAL LOT - STUDIO	100,000	100,000	
LOT PURCHASED IN 1995	18,052	18,052	
AUTOMOBILES			
'95 JAGUAR	54,000	45,000	
'85 MUSTANG	4,500	4,500	
'95 CONVERSION VAN	37,000	37,000	
STUDIO LAND	23,500	30,000	
MORTGAGE RECEIVABLE	19,700	19,700	
SONSHINE SOUND, INC. EQUITY	385,755	385,755	
CONSTRUCTION LOAN	275,728	275,739	(275,739)
TOTALS	1,660,236	1,617,746	(458,239)

**DAVID & MARGARET GILLETTE
ASSETS NOT IN TRUST/CUSTODY ACCOUNTS**

HOMESTEAD GARDEN APARTMENTS	\$ 100,000
HOMESTEAD VILLAGE - FAIRHOPE	120,000
INTERMOBILE INVESTORS LP	<u>0</u>
TOTAL	\$ <u>220,000</u>

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in the foregoing financial statements. 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.

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".

Official: _____

David Gillette

Date: _____

Title: _____

President

850-479-1009

Telephone Number

Address: _____

FreedomTel, Inc.
8804 University Parkway
Pensacola, Florida 32514

EXHIBIT "D"

TECHNICAL AND MANAGERIAL CAPABILITY

EXHIBIT "D"

MANAGERIAL AND TECHNICAL QUALIFICATIONS

David C. Gillette, President, Chief Executive Officer and founder of FreedomTel, Inc., the Applicant, is a seasoned business professional, with a strong background in telecommunications. Prior to founding Applicant, Mr. Gillette founded and is still serving as the President of FreedomNet, Inc., an Internet service provider ("ISP") that provides filtered Internet access to customers residing in the western Florida panhandle. Currently, FreedomNet is negotiating with several companies to provide its services nationwide. Mr. Gillette's experience includes, without limitation, the purchase of telecommunications network services, supervision of employees, and management of deployment and installation of communications infrastructure.

In addition, in 1988, Mr. Gillette founded Sonshine Sound, Inc., a privately held company, where he is also serving as President. Sonshine Sound, Inc. operates a state of the art audio production facility in the Florida panhandle area.

Mr. Gillette graduated from Pensacola Junior College with a General AA degree and completed his credits toward a B.S. in Psychology at the University of West Florida before pursuing business ventures.

Margaret K. Gillette, a member of the Board of Directors and a key member of the management team of Applicant, is a seasoned business professional, with a strong background in management. Mrs. Gillette currently serves on the Board of Directors of FreedomNet, Inc. and Sonshine Sound, Inc., and actively participates in the daily operations of these companies. In addition, Mrs. Gillette has demonstrable experience with billing, collection, and customer service.

Paul Chaney, Director of Marketing & Network Development, of Applicant, has an extensive background in the design and technical aspects related to the operation of communications systems. Prior to joining Applicant, Mr. Chaney was Webmaster/Assistant System Administrator for FreedomNet, Inc., where he was responsible for maintaining FreedomNet's website, managing corporate websites and advertising accounts, and assisting with the administration and maintenance of the server.

Mr. Chaney earned his B.F.A. in Electronic Arts from Atlanta College of Art and an AA in Commercial Design from Pensacola Junior College. After graduating, Mr. Chaney spent several years as a Graphic Artist, Art Director and in Special Effects for companies such as Cox Interactive Media.

John L. Butler, Jr., Director of Information Systems of Applicant, has over ten (10) years experience in professional repair and maintenance of personal computers and terminals, sales and technical support of computer hardware and software, and developing custom windows applications. In 1992, prior to joining Applicant, Mr. Butler started his own computer service and electronics supply business, where he was involved in the day to day operations and management.

Mr. Butler has enhanced his knowledge by completing two years in the field of Computer Science with emphasis in computer programming, is in the process of becoming a Microsoft Certified Professional, and continues to further his education in electronics engineering with an emphasis in computer science repair.

Keith Rentz, Director of Billing and Customer Relations of Applicant, has extensive experience in the operation and maintenance of computers, accounts receivables and payables, and computer programing. Mr. Rentz graduated from the University of West Florida with a B.A. in Communication Arts. Prior to joining Applicant, Mr. Rentz held the position of Computer Support/Bookkeeping for FreedomNet, Inc.

Chris Claton, Chief Information Officer, currently functions as the Network Administration Manager for the Southeastern United States, Puerto Rico and Cuba. Mr. Claton's responsibilities include network security for intrusion and security breaches for approximately 4,500 nodes and 110 networks. His field of expertise includes network design for LANS, MANS, and WANS, telecommunications Frame Relay and Point to Point data circuits, and has practical knowledge of C++, VB, Forth, Fortran77, LISP, Pascal, and Assembler programming requirements. Mr. Claton's experience has encompassed Novell, NT, Solarice, SunOS, Dos and Linux operating systems, as well as Autocad, 3D Studio, SQL, Mathcad, Oracle, Nuerel Net Sim and various office applications.

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE
ATLANTA, GEORGIA 30346-2131

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gfslaw@gfslaw.com

DEPOSIT

DATE

D087 -

FEB 13 1999

February 12, 1999

via OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Communications, Certification
& Compliance Section
2440 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

990175-TZ

Re: FreedomTel, Inc.'s Application to Provide Interexchange Telecommunications
Services Within the State of Florida (the "Application")

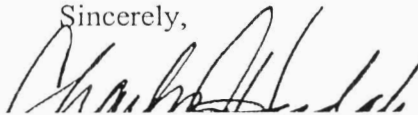
Dear Sir/Madam:

Enclosed are the original and six (6) copies of the Application. Please file the Application
in your usual fashion and return one file-stamped copy to us in the enclosed envelope.

In addition, enclosed is a check in the amount of \$250.00 to cover the filing fee.

If you have any questions or comments, please call.

Sincerely,



GERRY, FRIEND & SAPRONOV, LLP

CLIENT TRUST ACCOUNT

(770) 399-9500

THREE RAVINIA DRIVE, SUITE 1450
ATLANTA, GA 30346-2131

SUNTRUST BANK, ATLANTA
ATLANTA, GA

64-10/610

1898

01/15/99

PAY TO THE ORDER OF Florida Public Service Commission*****

\$ **250.00

Two Hundred Fifty and 00/100*****

Florida Public Service Commission*****

DOLLARS
Security features
included.
Details on back.

MEMO CLEC Application

DOCUMENT NUMBER-DATE

01930 FEB 13 1999

FPSC-RECORDS/REPORTING