



ORIGINAL

509 Westport Avenue
Norwalk, CT 06851
203-750-1000
Fax - 203-750-1001

RECEIVED-FPSC
02 JAN -7 PM 12:10
COMMISSION
CLERK

January 4, 2001

Ms. Blanca Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2450 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

020021-TI

Re: Initial Application and Tariff of Cordia Communications Corp. for Authority to Provide Interexchange Telecommunications Services within the State of Florida

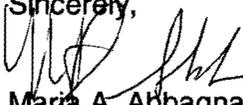
Dear Ms. Bayó:

Enclosed are an original and six (6) copies of the application and tariff of Cordia Communications Corp. for authority to provide alternative local exchange service. Also enclosed is a check payable to the Florida Public Service Commission in the amount of two hundred fifty dollars (\$250.00) for the application fee.

Please acknowledge receipt of this filing by date stamping and returning the enclosed duplicate cover letter in the self-address stamped envelope which has been provided for your convenience.

Any inquiries regarding this filing may be directed to me at (203) 229-2402.

Sincerely,

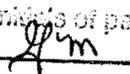

Maria A. Abbagnaro, Esq.

DISTRIBUTION CENTER
02 JAN -7 AM 9:36

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Check received with filing and forwarded to FPSC for deposit.
I will forward a copy of check to FPSC with proof of deposit.

Initials of person who forwarded check:


DOCUMENT NUMBER-DATE
00184 JAN-7 8
FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

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

2. Name of company:

Cordia Communications Corp.

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

none

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

Cordia Communications Corp.

509 Westport Avenue

Norwalk, Connecticut 06851

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

none

_____6.

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- (x) **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- () **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|---------------------------|-------------------------|
| () Individual | () Corporation |
| (x) Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

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

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

F01000006375

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

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

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

15. Provide **F.E.I. Number** (if applicable): 01-0551591

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- (x) Residential Customers (x) Business Customers
() PATs providers () PATs station end-users
() Hotels & motels () Hotel & motel guests
() Universities () Universities dormitory residents
(x) Other: (specify) anyone who uses the company's service.

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

(a) The application:

Name: Maria A. Abbagnaro

Title: _____

Address: 509 Westport Avenue

City/State/Zip: Norwalk, Connecticut 06851

Telephone No.: 203-229-2402 Fax No.: 413-521-4592

Internet E-Mail Address: mabbagnaro@elec-corp.com

Internet Website Address: _____

(b) Official point of contact for the ongoing operations of the company:

Name: Craig C. Gironda
Title: President
Address: 509 Westport Avenue
City/State/Zip: Norwalk, Connecticut 06851
Telephone No.: 203-229-2465 Fax No.: 203-750-1001
Internet E-Mail Address: cgironda@cordiacorp.com
Internet Website Address: www.cordiacorp.com

(c) Complaints/Inquiries from customers:

Name: Craig C. Gironda
Title: President
Address: 509 Westport Avenue
City/State/Zip: Norwalk, Connecticut 06851
Telephone No.: 203-229-2465 Fax No.: 203-750-1001
Internet E-Mail Address: cgironda@cordiacorp.com
Internet Website Address: www.cordiacorp.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

none

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

Concurrently filing applications in Pennsylvania, New York, and
New Jersey.

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

_____ none _____

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

_____ none _____

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

_____ none _____

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

_____ none _____

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

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

None of the officers, directors or ten largest stockholders have
been adjudged bankrupt, mentally incompetent or found guilty
of any crime.

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

Wesly Minella, Secretary for Cordia Communications was a director
for Access One Communication until the company was sold. Mr. Minella
has been Vice President of Operations for Essex Communications Inc. since 1999.

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

a. _____ **MTS with distance sensitive per minute rates**

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

b. _____ **MTS with route specific rates per minute**

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

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

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

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

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

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

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

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

I. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

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

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

See Exhibit IV

23. Submit the following:

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

See Exhibit III

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

See Exhibit III

C. Financial capability.

See Exhibit II

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

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

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

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

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

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

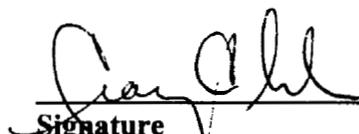
THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Craig C. Gironda
Print Name


Signature

President
Title

11/3/02
Date

203-229-2465
Telephone No.

203-750-1001
Fax No.

Address: **Cordia Communications Corp.**
509 Westport Avenue
Norwalk, Connecticut 06851

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

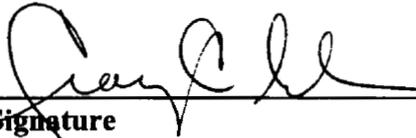
UTILITY OFFICIAL:

Craig C. Gironda
Print Name

President
Title

203-229-2465
Telephone No.

Address: **Cordia Communications Cordia**
509 Westport Avenue
Norwalk, Connecticut 06851


Signature

1/3/02
Date

413-521-4592
Fax No.

THIS PAGE MUST BE COMPLETED AND SIGNED

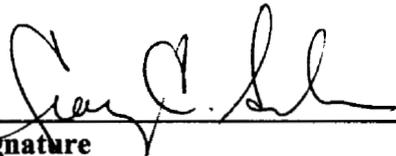
AFFIDAVIT

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

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

UTILITY OFFICIAL:

Craig C. Gironda
Print Name


Signature

President
Title

1/3/02
Date

203-229-2465
Telephone No.

203-750-1001
Fax No.

Address: **Cordia Communications Corp.**
509 Westport Avenue
Norwalk, Connecticut 06851

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (x) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

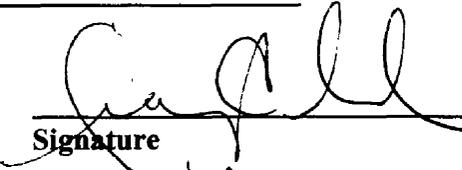
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Craig C. Gironda
Print Name

President
Title

203-229-2465
Telephone No.


Signature
1/3/02
Date

413-521-4592
Fax No.

Address: **Cordia Communications Corp.**
509 Westport Avenue
Norwalk, Connecticut 06851

Cordia Communications Corp.

EXHIBIT I

Secretary of State Filing & Articles of Incorporation

State of Florida



Department of State

I certify from the records of this office that CORDIA COMMUNICATIONS CORP., is a corporation organized under the laws of Nevada, authorized to transact business in the State of Florida, qualified on December 12, 2001.

The document number of this corporation is F01000006375.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of December, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

FILED # C/8057-01

JUL 06 2001

IN THE OFFICE OF
Dean Heller
DEAN HELLER SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF

CORDIA COMMUNICATIONS CORP.

FIRST: The name of the corporation is CORDIA COMMUNICATIONS CORP.

SECOND: The registered agent is Paracorp Incorporated. The registered office of the Corporation shall be located at 318 N. Carson Street, Suite 208, Carson City, Nevada, 89701 in Carson City County.

THIRD: The purpose or purposes for which the corporation is organized are:

The transaction of any or all lawful business for which corporations may be incorporated under the Nevada Revised Statutes.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 200 common shares all of which shall be without par value.

FIFTH: The corporation shall have one director. The name and post office address of the director is as follows:

Craig Gironda
509 Westport Avenue
Norwalk, Connecticut 06851

SIXTH: The capital stock is not subject to assessment to pay the debts of the corporation.

SEVENTH: The period of its duration shall be perpetual.

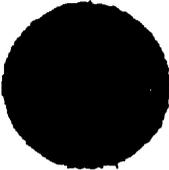
EIGHTH: The name and mailing address of the incorporator is:

Lawrence A. Kirsch
90 State Street
Albany, New York 12207

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 5th day of July, 2001.

By: Lawrence A. Kirsch
LAWRENCE A. KIRSCH
Incorporator

FILED # C18057-01



DEAN HELLER
Secretary of State

101 North Carson Street, Suite 3
Carson City, Nevada 89701-4786
(775) 884 5788



JUL 06 2001

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

General instructions for this form:

1. Please print legibly or type; Black Ink Only.
2. Complete all fields.
3. Ensure that document is signed in signature field.

In the matter of CORDIA COMMUNICATIONS CORP.
(Name of business entity)

I, PARACORP INCORPORATED, hereby state that on 7/5/01
(Name of resident agent) (Date)

I accepted the appointment as resident agent for the above named business entity.

The street address of the resident agent in this state is as follows:

318 N. Carson Street
Street Address

#208
Suite number

Carson City, NEVADA
City

89701
Zip Code

[Signature]
Signature of Resident Agent

July 5, 2001
Date

Cordia Communications Corp.

EXHIBIT II

Financial Capability

Dec 31, 2001
8:25 am

Cordia Communications, Inc.
Balance Sheet

Page 1

As of: December 31, 2001

ASSETS

TOTAL ASSETS

\$0.00
=====

LIABILITIES

TOTAL LIABILITIES

\$0.00

CAPITAL

Additional Paid-in Capital
Year-to-Date Earnings

\$1,446.45
(1,446.45)

TOTAL CAPITAL

0.00

TOTAL LIABILITIES & CAPITAL

\$0.00
=====

Dec 31, 2001
8:22 am

Cordia Communications, Inc.
Income Statement

Page 1

| | 3 Months Ended December 31, 2001 ===== | 12 Months Ended December 31, 2001 ===== |
|------------------------|--|---|
| Expenses | | |
| Dues and Subscriptions | \$51.00 | \$51.00 |
| Legal & Accounting | 521.70 | 521.70 |
| Licenses Expense | 873.75 | 873.75 |
| | ----- | ----- |
| TOTAL Expenses | 1,446.45 | 1,446.45 |
| | ----- | ----- |
| OPERATING PROFIT | (1,446.45) | (1,446.45) |
| | ----- | ----- |
| PROFIT BEFORE TAXES | (1,446.45) | (1,446.45) |
| | ----- | ----- |
| NET PROFIT | (\$1,446.45) ===== | (\$1,446.45) ===== |

Cordia Proforma.xls
Pro-Forma Telecom Assumptions

| | Mar-02 | Jun-02 | Sep-02 | Dec-02 | Mar-03 | Jun-03 | Sep-03 | Dec-03 | Mar-04 | Jun-04 | Sep-04 | Dec-04 | |
|-------------------------------------|-----------------|-------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Clients | | | | | | | | | | | | | |
| Commercial customer base | 10 | 210 | 660 | 1,110 | 1,560 | 2,010 | 2,460 | 2,910 | 3,360 | 3,810 | 4,260 | 4,710 | |
| Residential customer base | 5 | 305 | 905 | 1,805 | 2,705 | 3,605 | 4,505 | 5,405 | 6,305 | 7,205 | 8,105 | 9,005 | |
| New commercial customers | 10 | 200 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | |
| New residential customers | 5 | 300 | 600 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | |
| Total commercial lines | 120 | 2,520 | 7,920 | 13,320 | 18,720 | 24,120 | 29,520 | 34,920 | 40,320 | 45,720 | 51,120 | 56,520 | |
| Total residential lines | 5 | 305 | 905 | 1,805 | 2,705 | 3,605 | 4,505 | 5,405 | 6,305 | 7,205 | 8,105 | 9,005 | |
| Assumptions | | | | | | | | | | | | | |
| Local lines per commercial customer | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | |
| LD lines per commercial customer | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | |
| System sales per customer | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | 0.01 | |
| Cost of commercial sales - Local | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | |
| Cost of residential sales - Local | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | 70% | |
| Cost of sales LD | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | |
| Cost of sales systems | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | |
| Revenue by services | | | | | | | | | | | | | |
| System Sales | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | |
| Revenue per commercial local line | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | |
| Revenue per residential local line | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | 35 | |
| Revenue per LD Line | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | |
| Revenue | | | | | | | | | | | | | |
| Local commercial services | \$ 5,400 | \$ 113,400 | \$ 356,400 | \$ 599,400 | \$ 842,400 | \$ 1,085,400 | \$ 1,328,400 | \$ 1,571,400 | \$ 1,814,400 | \$ 2,057,400 | \$ 2,300,400 | \$ 2,543,400 | |
| Local residential services | 175 | 10,675 | 31,675 | 63,175 | 94,675 | 126,175 | 157,675 | 189,175 | 220,675 | 252,175 | 283,675 | 315,175 | |
| Long distance revenue | 900 | 22,800 | 64,800 | 106,800 | 142,800 | 178,800 | 214,800 | 250,800 | 286,800 | 322,800 | 358,800 | 394,800 | |
| System sales | 2,500 | 52,500 | 165,000 | 277,500 | 390,000 | 502,500 | 615,000 | 727,500 | 840,000 | 952,500 | 1,065,000 | 1,177,500 | |
| Total Revenue | \$ 8,975 | \$ 199,375 | \$ 617,875 | \$ 1,046,875 | \$ 1,469,875 | \$ 1,892,875 | \$ 2,315,875 | \$ 2,738,875 | \$ 3,161,875 | \$ 3,584,875 | \$ 4,007,875 | \$ 4,430,875 | \$ 25,476,100 |
| Cost of Sales | | | | | | | | | | | | | |
| Local services - Commercial | \$ 3,240 | \$ 68,040 | \$ 213,840 | \$ 359,640 | \$ 505,440 | \$ 651,240 | \$ 797,040 | \$ 942,840 | \$ 1,088,640 | \$ 1,234,440 | \$ 1,380,240 | \$ 1,526,040 | |
| Local services - Residential | 123 | 7,473 | 22,173 | 44,223 | 66,273 | 88,323 | 110,373 | 132,423 | 154,473 | 176,523 | 198,573 | 220,623 | |
| Long distance | 540 | 13,680 | 38,880 | 64,080 | 85,680 | 107,280 | 128,880 | 150,480 | 172,080 | 193,680 | 215,280 | 236,880 | |
| System sales | 1,500 | 31,500 | 99,000 | 166,500 | 234,000 | 301,500 | 369,000 | 436,500 | 504,000 | 571,500 | 639,000 | 706,500 | |
| Total Cost of Sales | \$ 5,403 | \$ 120,693 | \$ 373,893 | \$ 634,443 | \$ 891,393 | \$ 1,148,343 | \$ 1,405,293 | \$ 1,662,243 | \$ 1,919,193 | \$ 2,176,143 | \$ 2,433,093 | \$ 2,690,043 | \$ 15,460,170 |
| Gross Margin | | | | | | | | | | | | | |
| Local services - Commercial | \$ 2,160 | \$ 45,360 | \$ 142,560 | \$ 239,760 | \$ 336,960 | \$ 434,160 | \$ 531,360 | \$ 628,560 | \$ 725,760 | \$ 822,960 | \$ 920,160 | \$ 1,017,360 | |
| Local services - Residential | 53 | 3,203 | 9,503 | 18,953 | 28,403 | 37,853 | 47,303 | 56,753 | 66,203 | 75,653 | 85,103 | 94,553 | |
| Long distance | 360 | 9,120 | 25,920 | 42,720 | 57,120 | 71,520 | 85,920 | 100,320 | 114,720 | 129,120 | 143,520 | 157,920 | |
| System sales | 1,000 | 21,000 | 66,000 | 111,000 | 156,000 | 201,000 | 246,000 | 291,000 | 336,000 | 381,000 | 426,000 | 471,000 | |
| Total Gross Margin | \$ 3,573 | \$ 78,683 | \$ 243,983 | \$ 412,433 | \$ 578,483 | \$ 744,533 | \$ 910,583 | \$ 1,076,633 | \$ 1,242,683 | \$ 1,408,733 | \$ 1,574,783 | \$ 1,740,833 | |

Response to 23(C)

Cordia Communication Corp is a newly formed wholly-owned subsidiary of Cordia Corp. Cordia Corp. is a publicly traded holding company that develops and applies proprietary software systems for its operating subsidiaries. Cordia's main operating subsidiary is Insurance Solutions Group, Inc., which has grown from approximately \$2 million of revenue in 2000 to over \$5 million in revenue for 2001. Cordia expects to report profits and positive cash flow in the fourth quarter of 2001.

Cordia Communications plans on utilizing the existing infrastructure of Cordia Corp including its physical facilities, telecommunications and information systems to provide billing and customer service. Cordia also intends to rely primarily on the use of UNE-P and resale provided through BellSouth to provide local service, thereby reducing the need for significant capital expenditures.

Cordia's current officers and directors have sufficient experience in both telecommunications and in the operations of a CLEC to manage the business and technological needs of Cordia Communications.

Cordia Communications Corp.

EXHIBIT III

Managerial & Technical Capability

7 Junebar Lane
Norwalk, CT 06851

203-229-2465
cgironda@cordiacorp.com

Craig Gironda

Experience December 2000 to Present Cordia Corporation Norwalk, CT

CEO

- Responsible for daily management of the company and carrying out the policies set forth by the board of directors.
- Creation and development of outsourced technical services division, which provides expert services to small to mid-sized companies.
- Creation and development of SpecialtyAgent.com, an online insurance agent portal, providing access to specialty insurance markets to licensed insurance agent.

1998 - 2000 RiderPoint, Inc. Norwalk, CT

CEO

- Responsible for the daily management of RiderPoint, Inc. and RP Insurance Agency, Inc.
- Managing the software development for the RiderPoint Insurance Quote software application.
- Creation and development of RiderPoint's Internet insurance website, www.riderpoint.com, which provides specialty lines of insurance information to retail clients.
- Managing the growth and development of RP Insurance Agency, Inc., which was the nationally licensed insurance agency that was the agency of record for RiderPoint.com.

1997 - 1998 RiderPoint, Inc. Valhalla, NY

Senior Vice President

- Responsible for the creative, development and distribution of bank-card credit card programs.
- Managing the internal customer service department and customer benefit tracking programs.
- Managing the road sales force, creation of sales incentive and tracking programs.
- Managing our relationships with our credit card issuing bank partners, including marketing and retail agent training programs development with each bank.

1995 - 1997 WPI, Inc Valhalla, NY

Vice President, Marketing

- Responsible for the creation, development and marketing of motor vehicle service contracts.
- Managing the road sales force.
- Developed sales training program.
- Developed customer service training program.

Wesly Minella

Age 35

Director of Cordia Corp. since March 2001. Since September 1999, Mr. Minella has served as Vice President of Operations of eLEC Communications Corp., a competitive, local exchange company that provides local and long distance telecommunications, and data services throughout the United States. In that capacity, Mr. Minella supervises the provisioning and customer care operations. From November 1998 to September 1999, Mr. Minella served as the Production Manager of Jack Frost Sugars, Inc., one of the largest refiners and distributors of sugar in the United States. From April 1994 to November 1998, Mr. Minella served as a Logistics Coordinator for Krasdale Foods Inc., a wholesale and retail food distributor. From July 1997 to August 2000, Mr. Minella was a member of the Board of Directors and Secretary of Access One Communications, Inc. a competitive local exchange provide based in Florida.

Lorie M. Guerrero, M.B.A.

Home (631) 821-6205
Fax (631) 821-6144

5 Odin Road
Rocky Point, NY 11778
lguerrera@earthlink.net

Summary

- Fundamental knowledge of financial statements and GAAP reporting.
- High-energy, enthusiastic and dependable individual who excels in challenging and competitive environments.
- Participative management style.
- Motivated, efficient and detail-oriented.
- Strong analytical and problem solving abilities.
- Proficient in Excel, Lotus, Word, Platinum, Business Works and Peachtree. Working knowledge of Powerpoint.

Experience

Vice President Finance
Cordia Corporation, (CORC)

September 2001-Present
Norwalk, CT

- Responsible for all accounting functions and SEC reporting for a public, business services holding company, including the consolidation of six wholly-owned subsidiaries.

Chief Financial Officer Sept. 1999 - Sept. 2001
Controller/Assistant Treasurer Oct. 1995 - Sept. 1999
Senior Accountant Dec. 1994 - Oct. 1995

December 1994 to Present
Lake Success, NY

Crescent Telephone Company, Inc.
(Annual Sales \$28 million)

- Responsible for overseeing all G/L, A/P & A/R accounting functions for three divisions of a telecommunications company, including inventory and all consolidated internal and external financial reporting.
- Managing cashflow and establishing cost cutting consolidation efforts.
- Analyzing trends, preparing budgets, forecasts, cashflow statements and variance reports.
- Acquisition analysis including the preparation of proforma financial statements and management of the due diligence process.
- Developing and maintaining investor relations and reporting.
- Managing a staff of twenty-two, including eight direct and fourteen indirect reports.

Assistant Controller
Strathmore Best Western Hotel

August 1994 to November 1994
Holtville, NY

- Assisted with G/L, A/R, A/P and monthly financial reporting for hotel and restaurant facilities.
- Prepared sales tax reports and maintained petty cash and daily sales reporting.

Temporary Accounting Consultant
Getty Petroleum

April 1994 to August 1994
Westbury, NY

- Responsible for updating and implementing a 155 account, bank reconciliation system.

Junior Accountant
Conde Nast Publications

January 1993 to January 1994
Manhattan, NY

- Responsible for maintaining \$150,000 petty cash fund, as well as employee expense reports, cash disbursements and account reconciliations.

Assistant Bookkeeper
Grand Union Supermarket

November 1985 to April 1993
Port Jefferson, NY

- Responsibilities included balancing daily cash, payroll, vendor relations, customer service, and product ordering.
- Managed eleven to fifteen front-end cashiers.

Education

Master of Business Administration
Long Island University
Emphasis on International Business and Global Expansion

January 1998
Brentwood, NY

Bachelor of Science, Major: Accounting
St. Joseph's College

May 1992
Patchogue, NY

Professional Affiliations, Designations & Continuing Education:

- Member of the Institute of Management Accountants and The Controllers Council
- Completion of the Corporate Financial Management Program, at the Executive Education Center, The University of Michigan – November 1999

Pedro P. Mata

3 Bumpy Lane
Westport, CT 06880

203.229.2455
pmata@cordiacorp.com

Pedro P. Mata is a distinguished Director of Information Technology with expertise in a diverse range of technologies across multiple industry sectors. He has demonstrated success managing Software Design, Product Development, and Internet Technologies. Pedro is a well organized, results oriented individual with proven ability to implement procedures and processes that improve business functionality. Solid management skills, and the ability to motivate individuals allow him to maximize levels of productivity, while forming cohesive team environments.

PROFILE HIGHLIGHTS

- Self-motivated / Self-starter
- Innovative Process Developer
- Team Builder
- Thought Leader

QUALIFICATION HIGHLIGHTS

- Executive Management
 - Internet / Intranet Technologies
 - Product Development
 - Client/Server Technologies
-

PROFESSIONAL BACKGROUND

Director of Technology - Cordia Corporation (*NASDAQ:CORC*)

Director of Service Deployment - eLEC Communications Corp (*NASDAQ:ELEC*)

Application Developer - Bank of New York, BondNet Division

CAREER ACCOMPLISHMENTS

Insurance Subrogation System

Summary: Manages transfer of funds and related documentation between insurance carriers over claims discrepancies.

- Conceptualized, project-led and maintain system that enables claims adjusters to prepare and manage entire negotiation process via a browser-based tool.
- System includes real-time reporting and task lists to optimize workflow.
- System integrated with state and government systems.
- Since January 2000, has process \$40+ million in paid claims data.
- Recovered \$4+ million.

Telecommunications Billing System

Summary: Manages process for transferring customers to the eLEC Communications network.

- Processes the rating of service, local/long distance.
- System manages the Customer Acquisition Process from ILEC.
- Produces detailed phone bills.
- Provides collection tools, margin analysis and call center maintenance modules.
- Manages 50,000 lines across 43 states
- Facilitates \$30+million in annual billing
- Integrates with Bell Atlantic and Bell South systems

Motorcycle Insurance Rating System

Summary: RiderPoint (consumer) and SpecialtyAgent (agent) systems rate comparative systems for the motorcycle insurance industry.

- Uses a browser-based application allowing consumers and agents to compare rates.
- Users can review, select and purchase insurance immediately.
- Provides all required documentation and process transactions in a secure environment.
- 500+ autonomous policies sold online
- System accessible via kiosks in motorcycle dealerships

Online Business Directory

Summary: QuillPages.com is an online directory leveraging the distribution capabilities of InfoSpace.com.

- Customers list and promote businesses through web pages.
- Enables leads to businesses directly through listings via email, phone, fax.
- Distributed through "top 10" online directory (InfoSpace.com)
- Additional feature to eLEC telephone business
- Allaire development award for Excellence in Design

EDUCATION AND PROFESSIONAL QUALIFICATIONS

- Roger Williams University
- Certified Macromedia Cold Fusion 5.0 Developer

RELATED URL'S

- <http://www.allaire.com/handlers/index.cfm?id=16929>
- <http://www.allaire.com/handlers/index.cfm?id=15921>
- www.riderpoint.com
- www.specialtyagent.com
- www.quillpages.com
- www.livingbarn.com
- www.cordiacorp.com

Cordia Communications Corp.

EXHIBIT IV

Proposed Tariff

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
CORDIA COMMUNICATIONS CORP.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Cordia Communications Corp. ("Cordia") with principal offices located at 509 Westport Avenue, Norwalk, Connecticut 06851. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | | PAGE | REVISION | |
|-------------|-----------------|---|-------------|-----------------|---|
| 1 | Original | * | 23 | Original | * |
| 2 | Original | * | 24 | Original | * |
| 3 | Original | * | 25 | Original | * |
| 4 | Original | * | 26 | Original | * |
| 5 | Original | * | 27 | Original | * |
| 6 | Original | * | 28 | Original | * |
| 7 | Original | * | 29 | Original | * |
| 8 | Original | * | 30 | Original | * |
| 9 | Original | * | 31 | Original | * |
| 10 | Original | * | 32 | Original | * |
| 11 | Original | * | 33 | Original | * |
| 12 | Original | * | 34 | Original | * |
| 13 | Original | * | 35 | Original | * |
| 14 | Original | * | 36 | Original | * |
| 15 | Original | * | 37 | Original | * |
| 16 | Original | * | 38 | Original | * |
| 17 | Original | * | 39 | Original | * |
| 18 | Original | * | 40 | Original | * |
| 19 | Original | * | 41 | Original | * |
| 20 | Original | * | 42 | Original | * |
| 21 | Original | * | | | |
| 22 | Original | * | | | |

* - indicates those pages included with this filing

Issued: January 11, 2002

Effective:

Issued by:

Craig Girona, President
509 Westport Avenue
Norwalk, Connecticut 06851

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Issued: January 11, 2002

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SYMBOLS

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

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

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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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 sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued: January 11, 2002

Effective:

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Norwalk, Connecticut 06851

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Access - Access to Cordia's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

Issued: January 11, 2002

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Norwalk, Connecticut 06851

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Commission - Refers to the Florida Public Service Commission (FPSC).

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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Effective:

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FPSC - Refers to the Florida Public Service Commission.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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Norwalk, Connecticut 06851

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Issued: January 11, 2002

Effective:

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Florida.

2.3 Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

Issued: January 11, 2002

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509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer in writing at least five business calendar days before service is disconnected.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

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Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service, (Cont'd.)

- (H)** Cordia will not bill for unanswered calls in areas where Equal Access is available, nor will Cordia knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Cordia will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments at least equal to the time period of the underbilling.

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Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Taxes

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

2.5.1 For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

2.5.2 For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

2.6 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services

2.7.1 Without incurring liability, Cordia may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A)** For nonpayment of any sum due Cordia for more than thirty days after issuance of the bill for the amount due;
- (B)** For violation of any of the provisions of this tariff;
- (C)** For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Cordia's service; or
- (D)** By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Cordia from furnishing its service.

2.7.2 Without incurring liability, Cordia may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and Cordia's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services, (Cont'd.)

- 2.7.3** Service may be discontinued by Cordia by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when Cordia deems it necessary to take action to prevent unlawful use of its service. Cordia may restore service as soon as it can be provided without undue risk.
- 2.7.4** The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.
- (A)** The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.
 - (B)** On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.
 - (C)** On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.
 - (D)** Accounts are tracked daily for reactivation of service as balances are paid.
- 2.7.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

Issued: January 11, 2002

Effective:

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Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.8.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.8.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Cordia operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.8.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.8.4** Failure to pay a previously owed bill by the same Customer at another location.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.7, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.10 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.11 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.12 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Cordia's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Liability of the Company

- 2.13.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.13.2** The liability of the Company, if any, 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 in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.13.3** Cordia shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Cordia or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Liability of the Company, (Cont'd.)

2.13.4 Cordia is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 3.13.2 above.

2.13.5 Cordia shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

2.12.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

2.13.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Responsibilities of the Subscriber

- 2.14.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.14.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Cordia on the Subscriber's behalf.
- 2.14.3** If required for the provision of Cordia's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Cordia.
- 2.14.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Cordia when required for Cordia personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Cordia's Services.
- 2.14.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Cordia's facilities or services, that the signals emitted into Cordia's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Responsibilities of the Subscriber, (Cont'd.)

2.14.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Cordia's equipment, personnel, or the quality of Service to other Subscribers or Customers, Cordia may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Cordia may, upon written notification, terminate the Subscriber's service.

2.14.7 The Subscriber must pay Cordia for replacement or repair of damage to the equipment or facilities of Cordia caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.14.8 The Subscriber must pay for the loss through theft or fire of any of Cordia's equipment installed at Subscriber's premises.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Responsibilities of Authorized Users

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the FPSC and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** The Authorized User is responsible for providing Cordia with a valid method of billing for each call. Cordia reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Cordia may refuse to place the call.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.17 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: January 11, 2002

Effective:

Issued by:

Craig Girona, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.18 Toll Free Numbers

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

2.19 Other Rules

2.19.1 Cordia reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.19.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

Cordia offers direct dialed, inbound toll free service, travel card, debit card and directory assistance services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services will be furnished by Cordia's underlying carrier.

3.2 Minimum Call Completion Rate

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

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 -** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

Install Equation Editor and double-click here to view equation.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

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

3.3.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this tariff.

3.3.4 Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.3.5 There is no billing applied for incomplete calls.

3.5 Rate Periods

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

Issued: January 11, 2002

Effective:

Issued by:

Craig Girona, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Direct Dial 1+ Service

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

3.6.1 Direct Dial Switched Silver Service

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

3.6.2 Direct Dial Switched Gold Service

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Cordia Communications local exchange Customers are eligible to subscribe to this service.

3.6.3 Dedicated Direct Dial Service

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.7 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Cordia Communications Customers. The Cordia Communications Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the Cordia Communications toll free Customer via switched or dedicated access lines.

3.7.1 Inbound Switched Silver Service

Inbound Switched Silver Service provides an in-bound toll free calling service to Cordia Communications Customers. Calls terminate to the Cordia Communications Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

3.7.2 Inbound Switched Gold Service

Inbound Switched Silver Service provides an in-bound Toll Free calling service to Cordia Communications Customers. Calls terminate to the Cordia Communications Toll Free Customer via switched access lines. All Cordia Communications local exchange Customers are eligible to subscribe to this service.

3.7.3 Dedicated Toll Free Service

Dedicated Toll Free Service calls terminate to the Cordia Communications Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Cordia Communications Customers are eligible to subscribe to this service.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Travel Card

Cordia Communications' Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.9 Casual Calling Service**

Casual Calling Service allows end users to obtain Cordia Communications service and become Customers of Cordia Communications without the necessity of presubscription of their service. Customers utilizing Casual Calling Service shall access Cordia Communications by dialing an access code in the form of 10XXX or 101XXXX, where AX@ is a 3 or 4 digit Carrier Identification Code (CIC) assigned to Carrier and provided to Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer through the serving Local Provider.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**3.10 Public Telephone Surcharge**

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

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

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

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

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.11 Directory Assistance

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

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES

4.1 Direct Dial 1+ Service

4.1.1 Direct Dial Switched Silver Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

4.1.2 Direct Dial Switched Gold Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

4.1.3 Dedicated Direct Dial Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
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SECTION 4.0 - RATES, (CONT'D.)

4.2 Inbound Toll Free (i.e. 800/888) Service

4.2.1 Inbound Switched Silver Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

4.2.2 Inbound Switched Gold Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

4.2.3 Dedicated Toll Free Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)

4.3 Travel Card

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

Per minute rate \$ 0.189

A \$0.25 per call surcharge applies to each call.

Issued: January 11, 2002

Effective:

Issued by:

Craig Girona, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)

4.4 Casual Calling Service

4.4.1 Casual Calling Silver Service

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per Minute Rates

| | |
|--|----------|
| All calls 20 minutes or more in duration | \$ 0.149 |
| All calls less than 20 minutes in duration | \$ 0.199 |

4.4.2 Casual Calling Gold Service

All Cordia Communications alternative local exchange customers making Casual Calls receive the rates noted below.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per Minute Rates

| | |
|--|----------|
| All calls 20 minutes or more in duration | \$ 0.129 |
| All calls less than 20 minutes in duration | \$ 0.159 |

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)

4.5 Public Telephone Surcharge

Per Call Surcharge: \$0.35

4.6 Directory Assistance

Per call to directory assistance: \$0.95

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)

4.7 Special Rates for the Handicapped

4.7.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.7.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.7.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)**4.8 Emergency Call Exemptions**

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

4.9 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local provider and/or commercial credit card company) and pursuant to Florida law.

4.10 Late Payment Charge

Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
509 Westport Avenue
Norwalk, Connecticut 06851

SECTION 4.0 - RATES, (CONT'D.)**4.11 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion. All promotional offerings shall be filed with the Commission and made part of this tariff prior to being offered to Customers.

4.12 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

Issued: January 11, 2002

Effective:

Issued by:

Craig Gironda, President
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