

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

**ANEW Broadband, Inc.
also d/b/a InstanTel Phone Service**

(N)

WITHIN THE STATE OF FLORIDA

Issued: September 13, 2005

Effective: September 14, 2005

Issued by:

Daniel Contreras, CEO
ANEW Broadband, Inc.
5225 NW 87th Avenue, Suite 100
Miami, Florida 33178

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CHECK SHEET

The pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original price list that are in effect on the date shown on each page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	2 nd Revised	31	3 rd Revised *	55.3	2 nd Revised
2	3 rd Revised	32	2 nd Revised	55.4	2 nd Revised
3	6 th Revised *	33	2 nd Revised	55.5	2 nd Revised
4	2 nd Revised	34	2 nd Revised	55.6	2 nd Revised
5	2 nd Revised	35	2 nd Revised	55.7	2 nd Revised
6	2 nd Revised	36	2 nd Revised	55.8	2 nd Revised
7	2 nd Revised	37	2 nd Revised	55.9	2 nd Revised
8	2 nd Revised	38	2 nd Revised	55.10	2 nd Revised
9	2 nd Revised	39	2 nd Revised	55.11	Original *
10	2 nd Revised	40	2 nd Revised	55.12	Original *
11	2 nd Revised	41	2 nd Revised	56	4 th Revised *
12	2 nd Revised	42	2 nd Revised	56.1	Original
13	2 nd Revised	43	2 nd Revised	56.2	Original
14	2 nd Revised	44	2 nd Revised	56.3	Original
15	2 nd Revised	45	2 nd Revised	56.4	3 rd Revised *
16	2 nd Revised	46	2 nd Revised	56.5	Original
17	2 nd Revised	47	3 rd Revised *	56.6	Original
18	2 nd Revised	48	3 rd Revised	57	2 nd Revised
19	2 nd Revised	49	3 rd Revised	58	2 nd Revised
20	2 nd Revised	49.1	3 rd Revised *	59	2 nd Revised
21	2 nd Revised	49.2	3 rd Revised *	60	3 rd Revised *
22	2 nd Revised	49.3	2 nd Revised	60.1	Original *
23	2 nd Revised	50	3 rd Revised	61	2 nd Revised
24	2 nd Revised	51	3 rd Revised		
25	2 nd Revised	52	3 rd Revised		
26	2 nd Revised	53	3 rd Revised		
27	2 nd Revised	54	3 rd Revised		
28	2 nd Revised	55	3 rd Revised		
29	2 nd Revised	55.1	2 nd Revised		
30	2 nd Revised	55.2	2 nd Revised		

* - Indicates pages submitted with most recent filing.

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EXPLANATION OF SYMBOLS

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

- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text or regulation, but no change in rate or charge.

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the local exchange communications services offered by ANEW Broadband, Inc., also d/b/a InstanTel Phone Service in the state of (T) Florida.

PRICE LIST 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 price list. 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 price list approval process, the most current sheet number on file with the Commission is not always the price list pages 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.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, 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 price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - DEFINITIONS

For the purpose of this price list, the following definitions will apply:

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

ANEW Broadband, Inc. also d/b/a InstanTel Phone Service - Issuer of this Price List. (T)

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Company: ANEW Broadband, Inc. also d/b/a InstanTel Phone Service, issuer of this Price List. (T)

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by BellCore, or its successor.

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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

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

PBX: Private Branch Exchange

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

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

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

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

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

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

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this price list; or
 - (2) the Customer is using the service in violation of the law.
- (E) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

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

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

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

2.1.4 Limitations on Liability, (cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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

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

2.1.4 Limitations on Liability, (cont'd.)

(D), (continued)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-Routine Installation**

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

2.1.8 Special Construction

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

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

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

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

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price list;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

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

2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments, (Cont'd.)****2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate of 7% per annum. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Division of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.6 Changes in Service Requested**

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

2.6.7 Bad Check Charge

A service charge equal to the greater of \$28.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. (I)

2.7 Allowances for Interruptions in Service**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.1 General, (cont'd.)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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

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

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service, (cont'd.)****(D) Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this price list by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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

2.12 Notices and Communications

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

2.16 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.13 Levels of Service Quality Objectives**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

2.13.1 Limitations

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in Section 2 of this Price List.

2.13.22 Installations

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.13 Levels of Service Quality Objectives, (Cont'd.)****2.13.3 Maintenance and Repairs**

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

2.13.4 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

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SECTION 3.0 - DESCRIPTION OF SERVICES

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

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

3.2 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- 3.2.1 Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- 3.2.2 An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.
- 3.2.3 911 service will be maintained during temporary disconnection for non-payment of a residential subscribers local service.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.3 Extended Area Dialing Plans**

Extended Area Dialing Plans allow Customers to extend their basic exchange service to include adjacent exchanges within a certain mile radius to be included on a calling plan.

3.3.1 Extended Calling Service (ECS) provides usage based pricing for Customer dialed or operator assisted calls to selected exchanges within the Customer's LATA. Residential Customers are billed a message charge. Business Customers are billed a per minute charge. Residential Customers are billed \$0.2375 per message. Business Customers are billed \$0.0950 for the first minute or fraction thereof and \$0.0570 for each additional minute or fraction thereof. Specific available routes are found in BellSouth's General Subscriber Service Tariff Section A3. ANEW Broadband will offer these services at a 5% discount off of the rates provided in the BellSouth General Subscriber Service Tariff.

3.3.2 Optional Extended Local Calling (OELC) permits exchange Customers to place and receive unlimited toll-free calls to and from the selected exchange which is outside the Customer's normal local calling area for a flat monthly rate in addition to the applicable monthly local exchange rate. Customers who subscribe to OELC are entitled to one listing in the selected exchange directory at no charge. The directory listing will contain sufficient wording in each exchange's directory to advise callers that the OELC Customer can be called toll-free. Specific available routes and calling plan rates are found in BellSouth's General Subscriber Service Tariff Section A3. ANEW Broadband will offer these services at a 5% discount off of the rates provided in the BellSouth General Subscriber Service Tariff.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.4 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.4.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.4.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.4.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.4.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.4.5 All times refer to local time.
- 3.4.6 There shall be no charges for uncompleted calls.

3.5 Distance Calculations

The Company does not rate local exchange calls based on distance.

3.6 Rate Periods for Time of Day Sensitive Services

The Company does not rate calls based on time of day. The Company does not discount calls placed on federal holidays.

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

3.7 Residential Local Exchange Service

Residential Local Exchange Service provides a Residential Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Local Exchange Service lines are provided for the connection of Customer-provided telephone sets, and include unlimited local exchange area calling. Unlimited intraLATA calling is available for an additional monthly charge.

Monthly Rate, per line	\$27.00	(I)
Monthly Unlimited intraLATA,	\$ 9.99	(I)
One-time installation, per line	\$55.00 (First Line)	(T)
	\$17.00 (Each Additional Line)	(N)

3.8 Business Local Exchange Service

Business Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. This service includes unlimited local calling. Standard Business Local Exchange Service includes unlimited local exchange area calling. Unlimited intraLATA calling is available for an additional monthly charge.

Monthly Rate, per line	\$35.00	(I)
Monthly Unlimited intraLATA,	\$9.99	
One-time installation, per line	\$75.00 (First Line)	(I)(T)
	\$17.00 (Each Additional Line)	(N)

3.9 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level. This service includes unlimited local calling.

Monthly Rate, per trunk:	\$42.00
One-time installation, per line	\$80.00

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

3.10 [Reserved for Future Use]

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages**

The Company offers flat rate packages to Customers who wish to combine local and long distance services, Custom Calling Features and Internet access for a single monthly rate. The long distance portion of the Service Package above the monthly calling allowance is reflected in the Company's Florida Tariff No. 1. The monthly call allowance is for outbound voice calls only and does not apply to inbound toll free or travel card calls. Internet access and web hosting are available with some packages and listed in the descriptions below, but are not regulated by the Commission.

3.11.1 RezPak2*

RezPak2 includes the following:

2 Standard Residential Lines
Unlimited local calling
Custom Calling Features
200 minutes of interstate/intrastate long distance
56K Internet access

Monthly Rate: \$79.00

* *This service grandfathered effective November 20, 2003 and is available to existing Customers only.*

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages, (Cont'd.)****3.11.2 Rez Pac 1**

RezPak 1 includes the following:

1 Standard Residential Exchange Line
 Unlimited local calling
 Custom Calling Features
 InterLATA long distance, per minute
 56 K Internet access

Monthly Rate:	\$66.00	(I)
Activation Fee:	\$55.00	
InterLATA, per minute:	\$0.39	

3.11.3 Rez Pac 1 – TriPak

Rez Pac 1 - TriPak includes the following:

1 Standard Residential Exchange Line
 Unlimited local calling
 Custom Calling Features
 Unlimited IntraLATA long distance
 InterLATA long distance, per minute
 256K to 1.544 M Internet access

Monthly Rate:	\$98.00	(I)
Activation and Installation::	\$190.00	
InterLATA, per minute:	\$0.039	

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

3.11 Service Packages, (Cont'd.)

3.11.4 Rez Pac 1 Unlimited**

Rez Pac 1 - TriPak includes the following:

- 1 Standard Residential Exchange Line
- Unlimited local calling
- Custom Calling Features
- Unlimited intraLATA / interLATA / interstate long distance

Monthly Rate:	\$49.95
Activation Fee:	\$9.95

3.11.5 Unlimited Rez Data Pak**

Unlimited Rez Data Pak includes the following:

- 1 Standard Residential Exchange Line
- Unlimited local calling
- Custom Calling Features
- Unlimited intraLATA / interLATA / interstate long distance
- 256 K to 1.54 M Internet access

Monthly Rate:	\$106.00
Activation Fee:	\$0.00

(I)

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages, (Cont'd.)****3.11.6 Rez Pak 2A**

Rez Pak 2A includes the following:

2 Standard Residential Exchange Lines
 Unlimited local calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA long distance, per minute
 256 K to 1.54 M Internet access

Monthly Rate:	\$133.95
Activation and Installation:	\$190.00
InterLATA, per minute:	\$0.39

3.11.7 Rez Pak3A**

Rez Pak 3A includes the following:

3 Standard Residential Exchange Lines
 Unlimited local calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA long distance, per minute
 256 K to 1.54 M Internet access

Monthly Rate:	\$143.00
Activation Fee:	\$0.00
InterLATA, per minute:	\$0.39

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

3.11 Service Packages, (Cont'd.)

3.11.8 ANEW Biz Pac2*

ANEW BizPac2 is targeted at Business Customers and includes the following:

2 Standard Business Lines
Unlimited local calling
Custom Calling Features
200 Minutes of interstate/intrastate long distance
Small Biz Web hosting
144K Broadband 24 hour access

Monthly Rate: \$220.00
One-time Installation: \$150.00

3.11.9 ANEW Biz Pac3*

ANEW BizPac3 is targeted at Business Customers and includes the following:

3 Standard Business Lines
Unlimited local calling
Custom Calling Features
300 Minutes of interstate/intrastate long distance
Small Biz Web hosting
144K Broadband 24 hour access

Monthly Rate: \$255.00
One-time Installation: \$250.00

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

3.11 Service Packages, (Cont'd.)

3.11.10 ANEW Biz Pac4*

ANEW BizPac4 is targeted at Business Customers and includes the following:

- 4 Standard Business Lines
- Unlimited local calling
- Custom Calling Features
- 400 Minutes of interstate/intrastate long distance
- Small Biz Web hosting
- 288K Broadband 24 hour access

Monthly Rate:	\$345.00
One-time Installation:	\$250.00

3.11.11 ANEW Biz Pac6*

ANEW BizPac6 is targeted at Business Customers and includes the following:

- 6 Standard Business Lines
- Unlimited local calling
- Custom Calling Features
- 600 Minutes of interstate/intrastate long distance
- Small Biz Web hosting
- 384K Broadband 24 hour access

Monthly Rate:	\$424.00
One-time Installation:	\$250.00

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

3.11 Service Packages, (Cont'd.)

3.11.12 ANEW Biz Pac8*

ANEW BizPac8 is targeted at Business Customers and includes the following:

8 Standard Business Lines
Unlimited local calling
Custom Calling Features
800 Minutes of interstate/intrastate long distance
Small Biz Web hosting
384K Broadband 24 hour access

Monthly Rate: \$492.00
One-time Installation: \$250.00

3.11.13 ANEW Biz Pac10*

ANEW BizPac10 is targeted at Business Customers and includes the following:

10 Standard Business Lines
Unlimited local calling
Custom Calling Features
1000 Minutes of interstate/intrastate long distance
Small Biz Web hosting
512K Broadband 24 hour access

Monthly Rate: \$589.00
One-time Installation: \$250.00

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.14 ANEW Biz Pac12***

ANEW BizPac12 is targeted at Business Customers and includes the following:

12 Standard Business Lines
Unlimited local calling
Custom Calling Features
1200 Minutes of interstate/intrastate long distance
Small Biz Web hosting
512K Broadband 24 hour access

Monthly Rate: \$657.00
One-time Installation: \$250.00

3.11.15 ANEW Biz Pac14*

ANEW BizPac14 is targeted at Business Customers and includes the following:

14 Standard Business Lines
Unlimited local calling
Custom Calling Features
1200 Minutes of interstate/intrastate long distance
Small Biz Web hosting
512K Broadband 24 hour access

Monthly Rate: \$707.00
One-time Installation: \$250.00

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.16 ANEW Biz Pac16***

ANEW BizPac16 is targeted at Business Customers and includes the following:

16 Standard Business Lines
Unlimited local calling
Custom Calling Features
1200 Minutes of interstate/intrastate long distance
Small Biz Web hosting
512K Broadband 24 hour access

Monthly Rate: \$756.00
One-time Installation: \$250.00

3.11.17 ANEW Biz Pac18*

ANEW BizPac18 is targeted at Business Customers and includes the following:

18 Standard Business Lines
Unlimited local calling
Custom Calling Features
1200 Minutes of interstate/intrastate long distance
Small Biz Web hosting
768K Broadband 24 hour access

Monthly Rate: \$929.00
One-time Installation: \$250.00

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

3.11 Service Packages, (Cont'd.)

3.11.18 ANEW Biz Pac20*

ANEW BizPac20 is targeted at Business Customers and includes the following:

20 Standard Business Lines
Unlimited local calling
Custom Calling Features
1400 Minutes of interstate/intrastate long distance
Small Biz Web hosting
768K Broadband 24 hour access

Monthly Rate: \$997.00
One-time Installation: \$250.00

3.11.19 ANEW Biz Pac24*

ANEW BizPac24 is targeted at Business Customers and includes the following:

24 Standard Business Lines
Unlimited local calling
Custom Calling Features
1400 Minutes of interstate/intrastate long distance
Small Biz Web hosting
1.2M Broadband 24 hour access

Monthly Rate: \$1411.00
One-time Installation: \$250.00

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages, (Cont'd.)****3.11.20 ANEW Biz Pac 1 Unlimited****

ANEW Biz Pac 1 Unlimited is targeted at Business Customers and includes the following:

1 Standard Business Line
Unlimited local Calling
Custom Calling Features
Unlimited intraLATA / interLATA / interstate long distance

Monthly Rate:	\$53.95
Activation Fee:	\$0.00

3.11.21 ANEW Biz Pac 2A**

ANEW Biz Pac 2A is targeted at Business Customers and includes the following:

2 Standard Business Lines
Unlimited local Calling
Custom Calling Features
Unlimited intraLATA long distance
InterLATA toll, per minute
256 K / 1.54 M Internet access
Web Hosting

Monthly Rate:	\$199.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages, (Cont'd.)****3.11.22 ANEW Biz Pac 3A****

ANEW Biz Pac 3A is targeted at Business Customers and includes the following:

3 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 256 K / 1.54 M Internet access
 Web Hosting

Monthly Rate:	\$229.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.23 ANEW Biz Pac 4A**

ANEW Biz Pac 4A is targeted at Business Customers and includes the following:

4 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 256 K / 1.54 M Internet access
 Web Hosting

Monthly Rate:	\$259.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.24. ANEW Biz Pac 4B****

ANEW Biz Pac 4B is targeted at Business Customers and includes the following:

4 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 288 K Internet access
 Web Hosting

Monthly Rate:	\$319.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.25 ANEW Biz Pac 6A**

ANEW Biz Pac 6A is targeted at Business Customers and includes the following:

6 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 256 K / 1.54 M Internet access
 Web Hosting

Monthly Rate:	\$299.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D.)**3.11 Service Packages, (Cont'd.)****3.11.26 ANEW Biz Pac 6B****

ANEW Biz Pac 6b is targeted at Business Customers and includes the following:

6 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 384 K Internet access
 Web Hosting

Monthly Rate:	\$389.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.27 ANEW Biz Pac 8A**

ANEW Biz Pac 8A is targeted at Business Customers and includes the following:

8 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 256 K / 1.54 M Internet access
 Web Hosting

Monthly Rate:	\$359.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.28 ANEW Biz Pac 8B****

ANEW Biz Pac 8B is targeted at Business Customers and includes the following:

8 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 384K Internet access
 Web Hosting

Monthly Rate:	\$439.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.29 ANEW Biz Pac 8C**

ANEW Biz Pac 8C is targeted at Business Customers and includes the following:

8 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 512 K Internet access
 Web Hosting

Monthly Rate:	\$459.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.30 ANEW Biz Pac 10A****

ANEW Biz Pac 10A is targeted at Business Customers and includes the following:

10 Standard Business Lines
Unlimited local Calling
Custom Calling Features
Unlimited intraLATA long distance
InterLATA toll, per minute
256 K / 1.54 M Internet access
Web Hosting

Monthly Rate:	\$409.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.31 ANEW Biz Pac 10B**

ANEW Biz Pac 10B is targeted at Business Customers and includes the following:

10 Standard Business Lines
Unlimited local Calling
Custom Calling Features
Unlimited intraLATA long distance
InterLATA toll, per minute
512 K Internet access
Web Hosting

Monthly Rate:	\$529.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.32 ANEW Biz Pac 12A****

ANEW Biz Pac 12A is targeted at Business Customers and includes the following:

12 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 512 K Internet access
 Web Hosting

Monthly Rate:	\$579.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.33 ANEW Biz Pac 14A**

ANEW Biz Pac 14A is targeted at Business Customers and includes the following:

14 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 512 K Internet access
 Web Hosting

Monthly Rate:	\$639.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

***Effective September 6, 2005 this service is grandfathered and available to existing Customers only.*

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D.)

3.11 Service Packages, (Cont'd.)

3.11.34 ANEW Biz Pac 16A**

ANEW Biz Pac 16A is targeted at Business Customers and includes the following:

- 16 Standard Business Lines
- Unlimited local Calling
- Custom Calling Features
- Unlimited intraLATA long distance
- InterLATA toll, per minute
- 512 K Internet access
- Web Hosting

Monthly Rate:	\$699.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.35 ANEW Biz Pac 18A**

ANEW Biz Pac 18A is targeted at Business Customers and includes the following:

- 18 Standard Business Lines
- Unlimited local Calling
- Custom Calling Features
- Unlimited intraLATA long distance
- InterLATA toll, per minute
- 768 K Internet access
- Web Hosting

Monthly Rate:	\$889.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.36 ANEW Biz Pac 20A****

ANEW Biz Pac 20A is targeted at Business Customers and includes the following:

20 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 768 K Internet access
 Web Hosting

Monthly Rate:	\$949.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

3.11.37 ANEW Biz Pac 24A**

ANEW Biz Pac 24A is targeted at Business Customers and includes the following:

24 Standard Business Lines
 Unlimited local Calling
 Custom Calling Features
 Unlimited intraLATA long distance
 InterLATA toll, per minute
 512 K Internet access
 Web Hosting

Monthly Rate:	\$1,239.00
Activation Fee:	\$90.00
Installation:	\$120.00
InterLATA toll, per minute:	\$0.039

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D).**3.11 Service Packages, (Cont'd.)****3.11.38 Business ANEW Choice****

Business ANEW Choice provides business Customers with an unlimited local exchange line, a choice of custom calling features and directory listings for a flat rate per month.

<u>Number of local exchange Lines</u>	<u>Rate Per Month</u>
1	\$36.95
2	\$73.90
3	\$110.85
4	\$147.80
5	\$184.75
6	\$221.70
7	\$258.65
8	\$295.60
9	\$332.55

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D.)

3.11 Service Packages, (Cont'd.)

3.11.39 Rez Pac 1 256K

(N)

Rez Pac 1 256K is targeted at Residential Customers and includes the following:

- 1 Standard Residential
- Unlimited Calling
- Custom Calling Features
- InterLATA Long Distance Calling
- 256K to 1.544 M Internet Access

Monthly Rate:	\$ 89.00
Activation and Installation (Data):	\$190.00
Activation and Installation (Voice)	
Initial Line:	\$ 55.00
Per Additional Line:	\$ 17.00
InterLATA Toll Per Minute:	\$ 0.039

3.11.40 Rez Pac 2 256K

(N)

Rez Pac 2 256K is targeted at Residential Customers and includes the following:

2 Standard Residential Exchange Lines:	\$113.95
Activation and Installation (Data):	\$190.00
Activation and Installation (Voice)	
Initial Line:	\$ 55.00
Per Additional Line:	\$ 17.00

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SECTION 3.0 – DESCRIPTION OF SERVICES, (CONT'D.)

3.11 Service Packages, (Cont'd.)

3.11.41 Residential Local Exchange Preferred Choice

(N)

Residential Local Exchange Preferred Choice provides Customers a single analog, voice grade telephonic communications channel with up to five a la carte features included except for voice mail. Residential Local Exchange Preferred Choice lines are provided for the connection of Customer-provided telephone sets and includes unlimited local exchange area calling. Unlimited intraLATA calling is available for an additional monthly charge.

5 Custom Calling Features	
Monthly Rate Per Line:	\$29.50
Monthly Unlimited IntraLATA:	\$ 9.99
One-Time Installation Per Line:	\$55.00

3.11.42 Business Local Exchange Preferred Choice

Business Local Exchange Preferred Choice provides Customers a single analog, voice grade telephonic communications channel with up to five a la carte features included except for voice mail. Business Local Exchange Preferred Choice lines are provided for the connection of Customer-provided telephone sets and includes unlimited local exchange area calling. Unlimited intraLATA calling is available for an additional monthly charge.

5 Custom Calling Features	
Monthly Rate Per Line:	\$37.00
Monthly Unlimited IntraLATA:	\$ 9.99
One-Time Installation Per Line	
First Line:	\$75.00
Each Additional Line:	\$17.00

(N)

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

3.12 Directory Assistance Services

3.12.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in ANEW Broadband, Inc.'s Florida Tariff No. 1.

Each Local Directory Assistance Call	\$1.75	(I)
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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)**3.13 InstanTel Prepaid Phone Service**

(N)

InstanTel Prepaid Phone Service provides prepaid local exchange service to residential customers and small business customers with three (3) or less access lines activated at the service address. Service includes access to unlimited local calls, "911" and/or "E911" calls and unlimited local exchange calling for a fixed monthly rate.

3.13.1 Terms and Conditions of Service

- A. Service expires at the end of each month. Customers must positively indicate service should be continued for the following month and must be prepaid before it is continued for an additional month.
- B. The company issues a reminder to Customers to advise of the next prepaid due date. An Activation Fee is required for initial service. A separate Activation Fee is required each time service is discontinued and then initiated.
- C. Service cannot be moved to a new location, and is instead discontinued at the existing location and then set up again at the new location. There is no refund for pre-paid services at the old location.
- D. Service activation date, which is the date service is established, will determine the monthly due date for payments. Payments must be received by InstanTel
- E. Toll calling may be access via pre-paid calling card or via local or toll-free access telephone number.
- F. Collect calls or third party calls billed to the InstanTel Prepaid Phone Service telephone number are not allowed.

(N)

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

3.13 InstanTel Prepaid Phone Service, (Cont'd.)

(N)

3.13.1 Terms and Conditions of Service, (Cont'd.)

- G.** The InstanTel telephone number will be available to Directory Assistance. An additional fee is required for non-published numbers.
- H.** InstanTel Prepaid Phone Service is offered at the following levels:
 - .1 InstanTel Basic Plan includes Caller ID
 - .2 InstanTel Choice Plan includes Caller ID, Call Waiting, Three Way Calling, Call Forwarding.
 - .3 InstanTel Complete Plan includes all available features, an extended calling area and Voice Mail (1) service.

(N)

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TX592 - Price List No. 1
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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.13 InstanTel Prepaid Phone Service, (Cont'd.)

(N)

3.13.2 Service Order Charges

The following Service Order charges apply to based on the Customer's request for service and service changes.

Activation Fee - Initial charge to set up the Customer Account if the Customer has restricted service (911 access only) but has dial tone.

Connection Fee - Initial charge to set up the Customer Account where dial tone service does not currently exist. This charge applies to all new accounts or to accounts which have been disconnected and are new again.

Change Order Fee - Allows the Customer to change features or make other changes to the service ordered.

Non-Published Directory Listing - A monthly recurring charge to ensure the Customer's telephone number does not appear in local telephone directories and is not available at the Customer's request via Directory Assistance.

	<u>Residential</u>	<u>Business</u>
Activation Fee, per line	\$29.99	\$29.99
Connection Fee, per line	\$49.99	\$49.99
Transfer of Service Fee, per event	\$49.99	\$49.99
Change Order Fee	\$14.99	\$14.99
Non-Published Directory Listing	\$2.50	\$4.50

(N)

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

3.13 InstanTel Prepaid Phone Service, (Cont'd.)

3.13.3 InstanTel Prepaid Phone Service Monthly Recurring Charges

	<u>Residential</u>	(D)
Basic Plan (Zone 1) (T)	\$30.00 (I)	
Basic Plan (Zone 2) (T)	\$35.00 (I)	
Complete Plan	\$49.95 (I)	
Choice Plan	\$39.95 (R)	(D)

3.13.4 Service Features

The following features are available for the monthly fee listed below, if not included in the Customer's service package.

<u>Feature Name</u>	<u>Monthly Recurring Charge</u>	
	Residential	(D)
Caller ID	\$9.00	
Caller ID Deluxe	\$14.75	
Call Waiting	\$7.50	
3-Way Calling	\$6.00	
3-Way Calling with Transfer	n/a	
Remote Access Call Forwarding	\$7.00	
Call Forward Busy	\$1.50	
Call Forwarding No Answer	\$1.50	
Call Forwarding Don't Answer with Ring Control	n/a	
Call Forwarding Variable	n/a	
Speed Call 8	\$4.60 (I)	
Speed Call 30	\$5.00	
Call Return	\$6.00	
Call Block	\$5.60 (I)	
Call Trace	\$6.75 (I)	
Call Selector	\$5.25 (I)	
Repeat Dialing	\$5.60 (I)	
Line Hunting	n/a	(D)

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

3.13 Instatel Prepaid Phone Service, (Cont'd.)

(N)

3.13.5 Customized Code Restriction

Customized Cod Restrictions will provide a choice of code restriction options for outgoing calls. Each option will permit local calls, except local calls to an expanded local area which may be restricted. Non-chargeable calls to Company numbers such as repair service, emergency numbers (911) and toll Free 1+8XX calling (including 1+8XX calling card calls) will be permitted with all blocking options.

.1 Dialing Plan Option 1

Restricted Codes: Operator 0-, Operator 0+, DDD 1+, 101XXXX, 1+900, 1+555-1212, 411, 440 (PulseLink Access), 1+NPA-555-1212, IDDD 01 and IDDD 011+

.2 Dialing Plan Option 2

.a Restricted Codes: Operator 0-, Operator 0+ and IDDD 01

.b Restricted Codes: Operator 0-, Operator 0+, IDDD 011+, IDDD 101XXXX+011+

.3 Dialing Plan Option 3

Restricted Codes: Operator 0-, Operator 0+, DDD 1+, 101XXXX, 1+900, 1+555-1212, 1+NPA-555-1212, IDDD 01 and IDDD 011+

.4 Dialing Plan Option 5

Restricted Codes: 101XXXX

.5 Rates and Charges

	<u>Monthly Recurring Charge</u>	
	Residential	Business
Customized Code Restriction, Options 1, 2, and 3	n/a	\$10.70
Customized Code Restriction, Option 5	n/a	\$3.00

(N)

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

3.13 InstanTel Prepaid Phone Service, (Cont'd.)

(N)

3.13.6 Remote Call Forwarding

Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). Service is offered subject to availability of suitable facilities.

.1 Rates and Charges

	<u>Monthly Recurring Charge</u>	
	<u>Residential</u>	<u>Business</u>
Resale Line Remote Call Forwarding with One Access Path	n/a	\$30.80
Each Additional Access Path	n/a	\$30.80

(N)

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SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**4.1 IntraLATA Long Distance Services**

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Florida Tariff No. 1. Service is available for use by Customers twenty-four (24) hours a day. ANEW Broadband Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. ANEW Broadband Long Distance Service is offered for both interLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

4.2 Operator Services

Operator Services will be furnished by ANEW Broadband's underlying carrier.

4.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay services calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call 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 the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**4.4 Carrier Presubscription****4.4.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call

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SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**4.4 Carrier Presubscription, (Cont'd.)****4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$3.50	(I)
Additional Line, Trunk or Port	\$3.50	(I)

4.5 Special Rates For The Handicapped

4.5.1 Directory Assistance

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

4.5.2 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.

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SECTION 4.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

4.6 Service Order and Change Charges

4.6.1 General

Non-recurring charges apply to processing Service Orders for new services and for changes in service.

4.6.2 Telephone Number Change

Applies to Customer request for a change of the Customer telephone number.

Per Request \$23.00

4.6.3 Service Order Changes/Adds

Applies to Customer requests for changes in service or additional to services, including the additional of calling features.

Per Request \$10.00

(N)

(N)

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SECTION 5.0 - PROMOTIONS

5.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's price list as an addendum to the Carrier's price lists.

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