\*\* FLORIDA PUBLIC SERVICE COMMISSION \* 940256-TI

# DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION

# APPLICATION FORM

for

# AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF FLORIDA

# Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission Division of Communications Bureau of Service Evaluation 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6600

E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

> Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, Florida 32399-0850 (904) 413-6251

telecommunications switches and transmission facilities in Florida. ( ) Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls. ( ) Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used. (V) Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic. ( ) Multi-Location Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers. FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2). -2-

This is an application for (check one):

certificated company).

conducting (check all that apply):

company) .

2.

(√) Original Authority (New company).

(To an uncertificated company).

Select what type of business your company will be

( ) Approval of Transfer (To another certificated

( ) Approval of Assignment of existing certificate

 Facilities based carrier - company owns and operates or plans to own and operate

( ) Approval for transfer of control (To another

Name of corporation, partnership, cooperative, joint venture or sole proprietorship: ANCHOR COMMUNICATIONS CORPORATION

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

ANCHOR COMMUNICATION

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

6512 14th Street West Swite 3

Bradenton, FLORIDA 34209

Florida address (including street name & number, post

office box, city, state and zip code): fuite 3
6512 14 + 1 Street NEST, Suite 3
Budenton, FLouda 34209
structure of organization;

(	)	Individual	DA	Corpora	
		Foreign Corporation General Partnership	()		Partnership Partnership
•	•	( ) Other.			

- If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
  - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
  - Indicate if the individual or any of the (b) partners have previously been:
    - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
    - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P96000015690

(b) Name and address of the company's Florida registered agent. RICHARD V. LEE, ATTO Law 305 Chauncey Avenue, Bradenton 34208

(c) Provide proof of compliance with the

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable. μ/Α

Fictitious name registration number: \_\_\_\_\_

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
  - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
    - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.
- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
  - (a) The application;
  - (b) Official Point of Contact for the ongoing operations of the company;

FOR (A)(B) +(C)(D) AMES J. LEWIS President,

ANCHOR COMMUNICATIONS CORPORATION

FORM PSC/CMU 31 (11/95)' (941) 745-950/

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 2524.480(2).

11. List the states in which the applicant: (a) Has operated as an interexchange carrier. NoNE (b) Has applications pending to be certificated as an interexchange carrier. NONC (c) Is certificated to operate as an interexchange carrier. NONE (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. NONE (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. NONE (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. NON F 12. What services will the applicant offer to other certificated telephone companies: ( ) Facilities. ( ) Operators. ( ) Billing and Collection. ( ) Sales. ( ) Maintenance. ( ) Other: NONE 13. Do you have a marketing program?  $y \in S$ , Primary Sales ARE to Church members with 12/2/0 of each member's monthly billing going to

(d) Complaints/Inquiries from customers;

FORM PSC/CMU 31 (11/95) Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2). -5-

their Local Church.

( ) Offer sales franchises?
( ) Offer sales franchises? ( ) Offer multi-level sales incentives?
( ) Offer other sales incentives?
15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).  Fach of our agents even between 2 to 4 one time to sign, an account and up to \$1.50 per month receiving commission
16. Who will receive the bills for your service (Check all that apply)?
( Residential customers. ( ) Business customers.
() PATS providers. () PATS station end-users.
() PATS providers. () PATS station end-users. () Hotels & motels. () Hotel & motel guests. () Universities. () Univ. dormitory residents.
( ) Other: (specify)
17. Please provide the following (if applicable):
(a) Will the name of your company appear on the
bill for your services, and if not who will the billed party contact to ask questions
about the bill (provide name and phone
number) and how is this information provided?
yes
(b) Name and address of the firm who will bill for your service. N/Ω
, , ,
18. Please provide all available documentation
demonstrating that the applicant has the following
capabilities to provide interexchange telecommunications service in Florida.
Celecommunications Belling in 1101144

14. Will your marketing program:

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

- 1. the balance sheet
- 2. income statement
- statement of retained earnings for the most recent 3 years.

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

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

- B. Managerial capability. see bio's
- C. Technical capability. see bio's
- 19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

MTS with distance sensitive per minute rates
Method of access is FGA
Method of access is FGB
Method of access is FGD
Method of access is 800
MTS with route specific rates per minute
Method of access is FGA
Method of access is FGB Method of access is FGD
Method of access is FGD
Method of access is 800
Method of access is FGB Method of access is FGD Method of access is 800
MTS for pay telephone service providers
MTS for pay telephone service providers Block-of-time calling plan (Reach out Florida, Ring America, etc.).
Block-of-time calling plan (Reach out Florida,
Block-of-time calling plan (Reach out Florida, Ring America, etc.).  800 Service (Toll free)  WATS type service (Bulk or volume discount)
Block-of-time calling plan (Reach out Florida, Ring America, etc.).

	Travel Service
	Method of access is 950
	Method of access is 800
	900 service
	Operator Services
	Available to presubscribed customers
	Available to non presubscribed customers (for
	example to patrons of hotels, students in
	universities, patients in hospitals. Available to inmates
	Available to inmates
	Services included are:
	Station assistance
	Person to Person assistance Directory assistance
	Directory assistance
	Operator verify and interrupt
	Conference Calling
	What does the end user dial for each of the
21.	interexchange carrier services that were checked in
	services included (above).
22.	Other:
	V

### \*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\*

- REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
- 6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL:

Signature

Di

Date

JAMES J. LEWIS

resideNT.

(941)745 - 95

# \*\* APPENDIX A \*\*

# CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME)		
(TITLE)	, of (	NAME OF COMPANY)
		, and current
holder of certificate number	or,	have reviewed
this application and join i	n the petitioner's req	uest for a
transfer of the above-menti	on certificate.	
UTILITY OFFICIAL:	Signature	Date
		1
	Title	Telephone No.

#### \*\* APPENDIX B \*\*

### CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

S

The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

( )

The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:

gignature

Date

(941) 745-950

### \*\* APPENDIX C \*\*

# INTRASTATE NETWORK

 POP: Addresses where located, and indicate if owned or leased.

1) 2)

3) 4)

SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

1) 2)

3) 4)

3. TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP TYPE OWNERSHIP

2)

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

- 5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).
- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not ( ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
  - What services have been provided and when did a) these services begin?
  - If the services are not currently offered, when b) were they discontinued?

Signature

## \*\* APPENDIX D \*\*

# FLORIDA TELEPHONE EXCHANGES

### AND

### EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

# \*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\*

Area	with These Exchange	S
PENSACOLA:	Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.	
PANAMA CITY:	Lynn Haven, Panama City Bea	ch,
	Youngstown-Fountain and Tyn	dal
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopcho and St. Marks.	рру
JACKSONVILLE:	Baldwin, Ft. George, Jacksonville Beach, Callaha Maxville, Middleburg Orange Park, Ponte Vedra an Julington.	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.	
OCALA:	Belleview, Citra, Dunnellon	,

Forest Lady Lake (B21),

McIntosh, Oklawaha,

Orange Springs, Salt Springs and

Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central None

Plant City East North Zephyrhills Palmetto South West Clearwater

CLEARWATER:

St. Petersburg, Tampa-West and

Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City, Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake Buena

Vista, Oviedo, Windermere,

Winter Garden,

Winter Park, Montverde, Reedy

Creek, and Oviedo-Winter

Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie

and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh

Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs, Deerfield Beach and Ft.

Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and

Perrine

### \*\* APPENDIX E \*\*

#### \*\* GLOSSARY \*\*

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently sorving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TILEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

### ATTACHMENTS:

A - CERTIFICATE TRANSFER STATEMENT

B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

C - INTRASTATE NETWORK

D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES

E - GLOSSARY

# Anchor Communications, Corporation Financial Statement February 29, 1996

### Assets:

nasets.	
Cash balance on hand:	\$14,000.00
Accounts Receivables:	\$14,500.00
Total Assets:	\$28,500.00
Liabilities:	
Total Liabilities:	\$0
Net Worth:	\$28,500.00

President, CEO, CFO 29 Feb 1996

# Wendell Wilson

The Wilsons, who have four adult children and are now proud grandparents, were married in 1962. Their ministry , consisting of evangelism, counseling and church pastoring began that same tear. They have served in the rehabilitation discipleship ministry since Wendell holds an honorary Doctorate from Emmanuel Bible College. His Bachelors and Masters degrees are from International Theological Seminary. Other schools attended include Southeastern College, University of South Florida, and Luther Rice Seminary. He has spoken at religious conventions, city-wide gatherings prison and jail services, and youth camps. From 1990 - 1992 he served as Vice President and President of the Manatee County Ministerial Association. Wendell was honored as the "1993 Minister of the Year" in the Manatee/Sarasota area and he also was selected as an honored member in the National Directory of Who's Who among Executives and Professionals, 1993-4. He currently serves on the Board of several community - based organizations.

# James J. Lewis

James J. Lewis, 48 years of age, is currently President and CEO of Anchor Communications, Corporation. He currently owns 100% of stock issued by Anchor Communications. Mr. Lewis has 17 years experience in the communications industry. He has 5 yrs experience as CEO of venture capital corporations. He was Managing Director for National Communication Auditors Association from 1994 until the incorporation of Anchor Communications. He was President of Cell Connection from November 1993 until May of 1995. He also served as President of Florida One Capital Corporation from December 1987 through November 1993. Mr. Lewis was Vice President of Marketing and Communications for the Howze Group from October 1981 until November 1987. Responsibilities with the Howze Group included designing systems for government agencies within the state of Florida. He also held the position of President of James J. Lewis Consulting, Inc. from February 1975 until September 1981.

# John J. Edwards, Jr.

Mr. Edwards is currently serving as special assistant to and consultant for the CEO of Anchor Communications, Corporation. He was Vice President for National Communication Auditors Association. He also served as Vice President of Marketing for Cell Connection. Mr. Edwards worked for AT&T in the Major Accounts Division as a manager and retired after 22yrs of service.



## FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

February 20, 1996

JAMES J. LEWIS 2980 50th AVE WEST UNIT 27 BRADENTON, FL 34208

The Articles of Incorporation for ANCHOR COMMUNICATIONS, CORPORATION were filed on February 20, 1996 and assigned document number P96000015690. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Judy Eure, Corporate Section Administrator Public Assistance

Letter Number: 296A00007398



Bepartment of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ANCHOR COMMUNICATIONS, CORPORATION, a Florida corporation, filed on February 20, 1996, as shown by the records of this office.

The document number of this corporation is P96000015690.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Twentieth day of February, 1996



CR2EO22 (2-95)

Sandra B. Mortham Sandra B. Mortham Secretary of State

# S. F. F. 1:41 ARTICLES OF INCORPORATION ANCHOR COMMUNICATIONS, CORPORATION

BY THIS INSTRUMENT, I, James L. Lewis, do hereby establish for the purpose of becoming a corporation, operating for profit by and under the provisions of the statutes of Florida appertaining and providing for the formation, liabilities, rights, privileges as corporation operating for profit, and do hereby make, subscribe, acknowledge and file these Articles of Incorporation for the purpose of becoming such a corporation for profit and do hereby declare, state and certify:

# ARTICLE I

The name of this corporation shall be:

Anchor Communications, Corporation

# ARTICLE II

This corporation shall have perpetual existence unless sooner dissolved as may be directed by law.

# ARTICLE III

The corporation may transact any and all lawful business for which corporations may be incorporated under the Florida General Corporation Act.

# ARTICLE IV

The maximum number of shares of stock that this corporation is authorized to issue and have outstanding at any one time shall be One Thousand (1,000) shares of common stock having a nominal par value of One Dollar (\$1.00) per share. The consideration to be paid for each such share shall be money, property or services of value at least equivalent to the stock issued as fixed and determined, from time to time, by the Board of Directors.

Each shareholder of any case of stock of this corporation shall be entitled to full preemption rights to purchase any unissued, newly issue, or treasury shares of the corporation and any securities of the corporation convertible into, or carrying a right to subscribe to or acquire share of any such unissued, newly issued, or treasury shares.

ARTICLE V

The amount of capital with which this corporation will begin business shall not be less than Five Hundred (\$500.00) Dollars.

# ARTICLE VI

The street address of the initial registered office of this corporation is 305 Chauncey Ave, Bradenton, Florida 34208, and the name of the initial registered agent of this corporation at that address is Richard V. Lee. The Board of Directors may from time to time move the principal office to any other address in the State of Florida. The street address of the corporation's principal office is 6512 14th Street West, Suite 3, Bradenton, Florida 34207.

# ARTICLE VII

This corporation shall have 1 director initially. The number of directors of this corporation may be increased or decreased from time to time by the By-Laws of this corporation, but which number of directors shall never be less than one.

# ARTICLE VIII

The name and post office address of the member of the Board of Directors of this corporation, of whom shall hold office until the organizational meeting or until their successor is duly elected and qualified is:

James L. Lewis 6512 14th Street West, Suite 3 Bradenton, Florida 34209

# ARTICLE IX

The incorporator of the Articles of Incorporation, together with his address is:

James L. Lewis 6512 14th street West, Suite 3 Bradenton, Florida 34209

# ARTICLE X

The shareholders shall have pre-emptive rights such that after the sale in connection with the organizational meeting, the corporation shall sell no voting stock without first having offered to sell to all existing shareholders such additional voting stock as shall be necessary for that shareholder to purchase to maintain the same relative percentage ownership of voting stock of that shareholder to all issued and outstanding voting stock before the sale as after the sale.

# ARTICLE XI

These Articles of Incorporation may be amended in a manner provided therefore by the laws of the State of Florida. Each amendment to these Articles of Incorporation shall be proposed by one or more of the stockholders of this corporation. Any questions or motion, or action of the

stockholder of this corporation shall be decided by a majority vote of the stockholders entitled to vote thereon. The By-Laws of this corporation shall be promulgated, adopted, amended, changed or deleted by the stockholders of this corporation. The business affairs of this corporation shall be conducted by a Board of Directors, and the directors thereof shall be elected at the annual meeting of the stockholders of this corporation as a condition precedent of holding an office or being a director or agent in this corporation. Vacancies in the officers and the directors of this corporation shall be filled as prescribed in the By-Laws of this corporation. This corporation shall have and enjoy all of the rights, privileges and immunities of a corporation operating under the laws of the State of Florida, appertaining thereto at the time of the incorporation hereof and any amendments thereto, The number and nature of the office may be increased, deleted or changed by the By-Laws of this corporation in keeping with the laws of the State of Florida appertaining thereto.

Signed, sealed and delivered in the presence of:

Witness

Christin M Lee

Witness

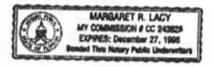
STATE OF FLORIDA COUNTY OF MANATEE

BEFORE ME, the undersigned authority, personally appeared James L. Lewis, who produced a driver's licenses for identification, and who upon first being duly sworn, deposed and said that he has read the foregoing Articles of Incorporation and that he has executed the same freely and voluntarily.

WITNESS my hand and official seal on the 19 day of February 1996

Notary Public

My Commission Expires:



# CERTIFICATE DESIGNATING AGENT UPON WHOM PROCESS MAY BE SERVED AND THE PLACE OF BUSINESS OF DOMICILE FOR THE SERVICE OF PROCESS WITHIN

# THE STATE OF FLORIDA

Pursuant to Section 48.091 and Section 607.325, Florida Statutes, the following is submitted in compliance with said sections.

Anchor Communications, Corporation desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, at the City of Bradenton, County of Manatee, State of Florida, has named Richard V. Lee as its registered agent to accept service of process within this state, who is located at the following registered office: 305 Chauncey Avenue, Bradenton, Florida 34208.

# ACKNOWLEDGMENT AND ACCEPTANCE:

Having been named as the registered agent for the above corporation for the purpose of accepting service of process at the registered office designated in this certificate, I hereby accept such appointment and agree to act in such capacity. I agree to comply with the provision of said section relative to keeping open the registered office.

STATE OF FLORIDA COUNTY OF MANATEE

BEFORE ME, the undersigned authority did personally appear Richard V. Lee, who produced driver's licenses for identification, and who upon first being duly sworn, acknowledged before me that he consents to serve as registered agent of Anchor Communications, Corporation at the following address: 305 Chauncy Avenue, Bradenton, Florida 34208

Witness

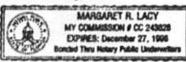
Witness

Richard V. Lee, as Registered Agent

WITNESS my hand and official seal on 1924 day of February 1996.

Notary Public

My Commission Expires:



# SS-4

(Rev. December 1993) Department of the Treasury

# **Application for Employer Identification Number**

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN

OMB No. 1545-0003 Expires 12-31-96

N. J. Sales, A.	MI Revenue Service							exbasiz 15	31.96
	1 Name of applicant (Legal name) (								
×	ANCHOR COM	MUNICA	TIOHS.	CORPO	RATION				
print clearly.	2 Trade name of business, if different	nt from name in	tine 1	3 Executor	, trustee, "ca	re of nar	ne		72
5	ANCHOR COMMUNICATIONS  4a Mailing address (street address) (room, apt., or suite no.) 5a			JA	JAMES LEWIS "CARE OF"				
i				5a Business address, if different from address in lines 4a and 4b					
ā	6512 144 ST W - Suite 3								
ŏ	4b City, state, and ZIP code			5b City, state, and ZIP code					
ě	6 County and state where principal business is located								
Please type	6 County and state where principal	business is local	sted						
9	MANATEE - EL								
a.	7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) > 467-84-0014								
	JAMES J. LEWIS								
8a	Type of entity (Check only one box.) (							Trust	
-	Sole Proprietor (SSN)							_ D Partn	
		sonal service co		an administra	10r-85N	Sus	. 5	_   Farme	ersnip
	State/local government Nati							urch controlled	
		Other nonprofit organization (specify) (enter GEN if applicable)							
	☐ Other (specify) ►								
8b	If a corporation, name the state or for	reign country	State			Fore	gn count	ry1	-
	(if applicable) where incorporated >		FLC	RIDA				" N/A	
9	Reason for applying (Check only one I	haw I	[] Ch	anged type of	Lacasaisation	n femneit d	_		
9			12 to 14			n (specify)	-		
	✓ Started new business (specify) ➤ <u>CORPORATION</u> Purchased going business								
	☐ Hired employees ☐ Created a trust (specify) ►								
		90)	Пон	has tenenit A I		-			
10	☐ Banking purpose (specify) ► ☐ Other (specify) ►  Date business started or acquired (Mo., day, year) (See instructions.) ☐ Enter closing month of accounting year (See instructions.)								
10	FEBRUARY 2		e instruction	-,	DECEMBER				
12	First date wages or annuities were pai			and Natural	analisant is				
12	be paid to nonresident alien. (Mo., day	or will be paid vinar)	s (Mo., day, y	ear). Note: II	applicant is i	- MM	O - U	t, enter date in	icome will firs r.
13	Enter highest number of employees ex							Agricultural	
	does not expect to have any employee							0	O
14	Principal activity (See instructions.) ▶	TELEC	OMMUNI	CATIONS			0		
15	Is the principal business activity manu							Yes	U No
1571	If "Yes," principal product and raw ma	terial used ►		1 1 1 1 1					
16	To whom are most of the products or	services sold?	Please check	the appropr	iate box.	П	lusiness	(wholesale)	
	Public (retail) Othe	er (specify) >				-	031033	(m)olosulo,	□ N/A
17a	Has the applicant ever applied for an in Note: If "Yes," please complete lines 1		mber for this	or any other	business?	are seri		. 🗌 Yes	E No
17h	If you checked the "Yes" box in line 17		ot's legal pro-	ne and beads	name if stiff-	cont then	name st	own on prior -	onlication
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17c	Enter approximate date, city, and state	where the appro	lication was f			lover iden	tification	number if kno	wn
	Approximate date when filed (Mo., day, year				are roots emp	ioyer idei	Previous		
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Anchor Communications Corporation, Inc. FL P.S.C. - Tariff No. 1
Original Sheet 1

### Title Sheet

# Florida Telecommunications Tariff

This tariff contains the descriptions, and rates applicable to the furnishing service and facilities for telecommunications services provided by Anchor Communications, Corporation, hereinafter in the text of this tariff referred to as "Anchor" with principal offices at 6512 14th Street West, Suite 3, Bradenton, Florida 34209. This tariff applies to services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's place of business.

Issued: February 28, 1996

Effective:

Issued by:

Anchor Communications Corporation, Inc. FL P.S.C. - Tariff No. 1
Original Sheet 2

# Check Sheet

Sheets 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

Issued: February 28, 1996

Effective:

Issued by:

Title Sheet
Check Sheet2
Table of Contents
Section 1 - Technical Terms and Abbreviations
Section 2 - Rules and Regulations8
Section 3 - Description of Service
Section 4 - Pates

Issued: February 28, 1996

Effective:

Issued by:

Anchor Communications Corporation, Inc. FL P.S.C. - Tariff No. 1
Original Sheet 4

### Symbols

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

- D Delete or Discontinue.
- I Change Resulting In An Increase to A Customer's Bill.
- M Moved From Another Tariff Location
- N New.

. '

- R Change Resulting In A Reduction to A Customer's Bill
- T Change In Text of Regulation But No Change In Rate or Charge.

Issued: February 28, 1996

Effective:

Issued by:

# Tariff Format

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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).1.
2.1.1.A.1.(a).1.(i).
2.1.1.A.1.(a).1.(i).

Issued: February 28, 1996

#### Effective:

Issued by:

# Tariff Format (Cont'd.)

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued: February 28, 1996

Effective:

Issued by:

James J. Lewis, President Anchor Communications, Corporation, Inc. 6512 14th Street West, Suite 3

Bradenton, FL 34209

## Section 1 - Technical Terms and Abbreviations

Access Line - An arrangement which connects the Customer's location to an Anchor switching center.

<u>Authorization Code</u> - A numerical code available to a Customer to access the carrier, and which is used by the carrier to prevent unauthorized access to its facilities and for billing purposes.

Billed Party - The person or entity that accepts responsibility for the payment of charges for a call over the Company's service.

Company or Carrier - Anchor Communications, Corporation, or "Anchor".

<u>Customer</u> - The person, firm, corporation, or other entity which orders service and is responsible for payment of charges due and compliance with the company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday, sometimes hereinafter referred to as "Peak".

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday, sometimes hereinafter referred to as "Off Peak".

Holidays - Anchor Communications, Corporation recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday, sometimes hereinafter referred to as "Off Peak".

Subscriber - The property, or property owner, to which Anchor Communications, Corporation provides its services.

<u>User</u> - The person at the Subscriber's location who actually places the call over the Company's service.

Issued: February 28, 1996

Effective:

Issued by:

James J. Lewis, President Anchor Communications, Corporation, Inc. 6512 14th Street West, Suite 3

Bradenton, FL 34209

## Section 2 - Rules and Regulations

# 2.1 Undertaking of Anchor Communications, Corporation

Anchor Communications, Corporation services and facilities are furnished for communications origination at specified points within the state of Florida under terms of this Tariff.

Anchor Communications, Corporation installs, operates and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, as legally defined in Florida Public Service Commission, when authorized by the customer to allow to Anchor Customer's location the connection to a Communications, Corporation network. The Customer shall be responsible for all charges due for such service arrangement.

## 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.2.2 Anchor Communications, Corporation reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the customer is using service in violation of the law or the provisions of this Tariff.
- 2.2.3 All facilities provided under this Tariff are directly controlled by and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

Issued: February 28, 1996

Effective:

Issued by:

# Section 2 - Rules and Regulations (Cont'd.)

# 2.2 Limitations (Cont'd.)

2.2.4 Prior written permission from the Company is required before any assignment or Transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transfers, as well as all conditions for service.

# 2.2 Liabilities of the Company

- 2.3.1 Anchor Communications, Corporation's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the transmissions occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.
- 2.3.2 Anchor Communications, Corporation shall be indemnified and held harmless by the Customer against:
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the company's facilities.
  - (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by Anchor Communications, Corporation.

Issued: February 28, 1996

Effective:

Issued by:

# Section 2 - Rules and Regulations (Cont'd)

# 2.4 Interruption of Service

- Credit allowance for the interruption of service 2.4.1 which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the Customer with his control, or is not in wiring or equipment, if any, furnished by the Customer and connected ot the Company's facilities. The Company's service and facilities are provided on a monthly basis, unless ordered on a longer basis and are provided 24 hours per day, 7 days per week.
- 2.4.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.4.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula: Credit =  $\frac{A}{720}$  x B

"A" - outage time in hours
"B" - total monthly charge for affected facility

Issued: February 28, 1996

Effective:

Issued by:

# Section 2 - Rules and Regulations (Cont'd)

## 2.5 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, subpart D of the Rules and Regulations of the Federal Communications Commission. If customer seeks reinstitution of service following disconnection of service by carrier, Customer shall pay to carrier prior to the time service is re-instituted (1) all accrued and unpaid charges and (2) all installation charges that may apply. Restoration will be in accordance with FPSC rules and regulation.

#### 2.6 Returned Checks

If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature of endorsement, or for any other reason, the company shall apply a service charge of \$15.00, or five percent (5%); whichever is greater.

The charge shall be applied to Customer's monthly billing in addition to any other charges which may apply under this Tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

#### 2.7 Late Payments

A penalty of one and one half percent (1.5%) will be imposed on unpaid balance after thirty (30) days of invoice date.

Issued: February 28, 1996

Effective:

Issued by:

# Section 2 - Rules and Regulations (Cont'd)

## 2.8 Deposits

The Company does not require a deposit from the Customer.

#### 2.9 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.

#### 2.10 Contested Charges

For consideration of any disputed charge, a subscriber must submit the nature of his complaint in writing to Anchor Communications, Corporation within ninety (90) days of the date the bill is issued. The subscriber should provide the call details and bases for nay requested adjustment. Anchor Communications, Corporation will promptly investigate and advise the subscriber as to its findings and disposition. Any undisputed charges must be paid on a timely basis. Any disputed charges that cannot be resolved between a subscriber and Anchor Communications, Corporation may be appealed to the Commission.

#### 2.11 Termination of Service

The company shall have the right to terminate service on the grounds of late payment for invoices past thirty (30) day of due date. Customer will receive a five (5) day written notice of cancellation after the 30th day following the invoice date.

Issued: February 28, 1996

Effective:

Issued by:

## Section 3 - Description of Service

## 3.1 Anchor R1 Switched Service and 800 Service

Pre-subscribed flat rate residential service. There is a \$3.00 monthly service fee which is waived with a monthly minimum of \$10.00. All calls are billed in one (1) minute increments. If the customer elects to subscribe to the optional 800 service, there is a \$3.00 monthly service fee.

## 3.2 Anchor R2 Switched Service and 800 Service

Pre-subscribed flat rate residential service. There is a \$3.00 monthly service fee and no monthly minimum. All calls are billed in one (1) minute increments. If the customer elects to subscribe to the optional 800 service, there is a \$5.00 monthly service fee.

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Effective:

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# Section 3 - Description of Service (Cont'd.)

## 3.3 Anchor 1 Travel Card Services

Travel card service with no monthly service fee. There is no domestic surcharge, however, Canadian, international termination and origination surcharges are as set forth in Section 4. All calls are billed in one (1) minute increments.

#### 3.4 Timing of Calls

The Customer's usage charge is based on actual use of Anchor Communications, Corporation's services, beginning when the called party picks up the receiver determined by hardware answer supervision in which the local telephone company sends a signal to the switch or software by audio tone detection. A call is terminated when either party hangs up. There is no charge for uncompleted calls. Calls are billed in one (1) minute increments, rounded to the next highest minute.

Issued: February 28, 1996

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# Section 3 - Description of Service (Cont'd)

## 3.5 Minimum Call Completion Rate

A customer can expect a call completion rate of not less than 99% during peak use periods for all FGD services.

Issued: February 28, 1996

Effective:

Issued by:

#### Section 4 - Rates

## 4.1 Anchor R1 Switched Service and 800 Service

4.1.1 .149 per minute

Installation: None
Monthly Service Charge: \$3.00 waived with a minimum
of \$10.00 in switched service.
800 Monthly Service Charge: \$3.00
One (1) minute billing

# 4.2 Anchor R2 Switched Service and 800 Service

4.2.1 .129 per minute

Installation: None
Monthly Service Charge: \$3.00
800 Monthly Service Charge: \$5.00
One (1) minute billing

# 4.3 Anchor 1 Travel Card Services

4.3.1 .175

Installation: None
Monthly Service Charge: None
Domestic Surcharge: None
International Termination Surcharge: \$1.25
International Origination Surcharge: \$2.00
Enhanced Services: No
One (1) minute billing

Issued: February 28, 1996

Effective:

Issued by:

# Section 4 - Rates (Cont'd.)

## 4.4 Time of Day Rate Periods

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

# 4.5 Special Promotions and Discounts

The Company will, from time to time, offer special promotions to its customers, waiving certain charges. These promotions, will be for the purposes of bettering the overall service to the customer. These promotions require FPSC approval, and will not run longer than 90 days per individual customer in any twelve (12) month period.

Issued: February 28, 1996

Effective:

Issued by:

# Section 4 - Rates (Cont'd.)

# 4.6 Exemptions and Special Rates

# 4.6.1 Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified TDDs for communication with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and LECs.

# 4.6.2 Directory Assistance for the Handicapped

The company will not charge for directory assistance calls made by verified handicapped persons.

# 4.6.3 Operation of Telecommunications Relay Service

For intrastate toll calls received from the relay service the local exchange and the company shall discount relay service calls by 50 percent off the otherwise applicable rate for a voice nonrelay call except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off 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. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.

Issued: February 28, 1996

Effective:

Issued by:

Issued: February 28, 1996

Effective:

Issued by: