

1. This is an application for (check one):

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

PH 71-TX

Approval of assignment of existing certificate (to a noncertificated company)

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant: **ADVANCED CELLULAR CORPORATION**

3. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

**3754 CENTRAL AVENUE
ST. PETERSBURG, FL 33711
1-813-327-3355**

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

**3754 CENTRAL AVENUE
ST PETERSBURG, FL 33711
1-813-327-3355**

C. Physical address of alternative local exchange service in Florida including street name, number, post office box, city, zip code and phone number.

**3754 CENTRAL AVENUE
ST PETERSBURG, FL 33711
1-813-327-3355**

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

A.G.

4. Structure of organization:

Individual
 Foreign Corporation
 General Partnership
 Joint Venture

Corporation
 Foreign Partnership
 Limited Partnership
 Other, Please explain _____

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

Corporate charter number: P 96000087722

6. Name under which the applicant will do business (d/b/a):

N/A

7. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: _____

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

N/A

9. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

N/A

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

JAMES J. LEWIS, CEO
3754 CENTRAL AVE, ST. PETERSBURG, 33711
1-813-327-3355, FAX 1-813-327-3355

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

NONE

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

NO

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

NO

14. Please indicate how a customer can file a service complaint with your company. *by telephone to our office 1-813-327-3355 OR by writing 3254 Central Ave, St Petersburg FL 33711*

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

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

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

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

ADVANCED CELLULAR CORPORATION
FINANCIAL BALANCE SHEET
JULY 30, 1997

Assets:

Cash balance on hand:.....	\$ 10,027.27
Accounts Receivables:.....	\$ 18,388.75
Total Assets:.....	<u>\$ 28,416.02</u>

Liabilities:

Total Liabilities:.....	\$ 0.00*
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Net Worth:.....	<u>\$ 28,416.02</u>
-----------------	---------------------

* Note we are a pre-paid business where everyone pays in advance and all bills are paid on or before the end of each month.

To the best of our knowledge and understanding, the financial statement for Advanced Cellular Corporation as of 30 July 1997 represents a true and accurate representation of the company's financial condition.


James J. Lewis
Chief Executive Officer


Carolyn A. Parker
Treasurer and
Chief Financial Officer

TECHNICAL AND MANAGEMENT PROFILES

ROBIN J. AMBROSE

Robin J. Ambrose, 34 years of age, is currently a Director, the President, and Chief Operating Officer of Advanced Cellular Corporation. He currently owns 50% of stock issued by Advanced Cellular Corporation. Mr. Ambrose attended St. Petersburg Jr. College and studied business administration in the early 80's and from there entered into the family (Central Vacuum Inc.) business. Shortly thereafter, Mr. Ambrose opened Pinnacle Security Systems Inc. in December 1986. To this day Pinnacle Security is 100% owned by Mr. Ambrose and the company is an ongoing successful enterprise. He founded Advanced Cellular in October 1996. Advanced Cellular has a good sized cliental in the pre-paid cellular business.

JAMES J. LEWIS

James J. Lewis, 50 years of age, is currently Chairman and CEO of Advanced Cellular Corporation. He currently owns 50% of stock issued by Advanced Cellular Corporation. Mr. Lewis has 19 years experience in the communications industry. He has 5 years experience as CEO of a venture captial corporation. He was Managing Director for National Communication Auditors Association from 1994 until the incorporation of Anchor Communications of which he was President and CEO during the start up phase of the company. 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 throught November 1993. Mr. Lewis was Vice President of Marketing and Communications for the Howze Group from October 1981 until November 1987. His 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 Consultants, Ltd., the largest Canadian communication consulting firm from Februsary 1975 until September 1981; world wide clients included Ward Air, Quebec Air, Air Canada, Alitalia Airlines and Citibank, N.A.

CAROLYN A. PARKER

Caroyln A. Parker, 33 years of age, is currently a Director, the Treasurer and Chief Financial Officer of Advanced Cellular Corporation. Ms. Parker has an Assoc. Degree in Business Administration and Management. She graduated from St. Peterburg Jr. College in 1984. Ms. Parker recently joined the firm after spending the last 12 years being a homemaker.

State of Florida



Department of State

I certify from the records of this office that ADVANCED CELLULAR CORPORATION is a corporation organized under the laws of the State of Florida, filed on October 21, 1996.

The document number of this corporation is P96000087722.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-fourth day of October, 1996



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

FILED

96 OCT 21 AM 10:20

ARTICLES OF INCORPORATION SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

ADVANCED CELLULAR CORPORATION

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

2244 Central Ave
St Petersburg, FLA 33712

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

3000

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is:

Robin J. Ambrose
2244 Central Ave
St Petersburg, Fla 33712

ARTICLE V INCORPORATOR(S)

See instructions for officers/directors

The name(s) and street address(es) of the incorporator(s) to these Articles of Incorporation is(are):

Robin J. Ambrose
2244 Central Ave
St Petersburg, Fla 33712

Dennis R. Bender
4900 Haines Rd.
St Petersburg, Fla 33714

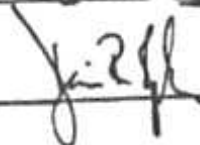
The undersigned incorporator(s) has(have) executed these Articles of Incorporation this

18 day of OCTOBER, 1996.

(An additional article must be added if an effective date is requested.)



Signature



Signature

Signature

Notarization is not required

NOTE: Affixing an officer title after a signature of an incorporator does not constitute the designation of officers.

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: ADVANCED CELLULAR CORPORATION

2. The name and address of the registered agent and office is:

Robin J. Ambrose
(NAME)

2244 Central Ave
(P.O. Box or Mail Drop Box NOT ACCEPTABLE)

St Petersburg, Fla 33712
(CITY/STATE/ZIP)

96 OCT 21 AM 10:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(SIGNATURE)

10-18-96
(DATE)

State of Florida



Department of State

I certify from the records of this office that ADVANCED CELLULAR CORPORATION is a corporation organized under the laws of the State of Florida, filed on October 21, 1996.

The document number of this corporation is P96000087722.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-fourth day of October, 1996



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

AFFIDAVIT

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

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

Official:

J. Lewis
JAMES J. LEWIS Signature

4 Sep 97
Date

Title:

C.E.O.

1-813-327-3355
Telephone Number

Address:

3254 CENTRAL AVE
ST PETERSBURG
FLORIDA 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Title Sheet

Florida Telecommunications Tariff

This tariff contains the descriptions, and rates applicable to the furnishing service and facilities for telecommunications services provided by Advanced Cellular Corporation, hereinafter in the text of this tariff referred to as "Advanced" with principal offices at 3754 Central Avenue, St. Petersburg, Florida 33711. 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:

Effective:

By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Check Sheet

Sheets 1 through 14 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.

<u>SHEET</u>	<u>REVISION</u>
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
19	Original
20	Original

Issued:**Effective:**

By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Table of Contents

DESCRIPTION	SHEET
Title Sheet.....	1
Check Sheet.....	2
Table of Contents.....	3
Reserve for Future Use.....	4
Symbols.....	5
Tariff Format.....	6
Section 1 - Technical Terms and Abbreviations.....	7
Section 2 - Rules and Regulations.....	8
Section 3 - Description of Service.....	19
Section 4 - Rates.....	20

Issued:

Effective:

**By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711**

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Reserve for future Use.

Issued:

Effective:

By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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:

Effective:

By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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 FL. P. S. C.. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FL. P. S. C. 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. **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).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).1.
- D. **Check Sheets** - When a tariff filing is made with the FL. P. S. C., 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 FL. P. S. C.

Issued:**Effective:**

By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 1 - Technical Terms and Abbreviations

Company or Carrier - Advanced Cellular Corporation, or "Advanced".

Customer - 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.

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.

LEC - LEC (Local Exchange Company) refers to the dominant, monopoly local exchange carrier in an area also served by the company. e.g., Bellsouth Corporation or its subsidiaries.

Premises - The space occupied by a Customer or authorized user in a building or buildings.

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

Service Order - The written request for Advanced Cellular Corporation, services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

User - An Authorized User, Customer or Joint User at whose Premises the Company furnishes interstate common carrier service pursuant to general price list.

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By: James J. Lewis, CEO
Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations**2.1 Undertaking of Advanced Cellular Corporation**

Advanced Cellular Corporation is a resale common carrier providing intrastate communications services to customers for their direct transmission and reception of voice, data, and other types of telecommunications. This Price List sets forth the service offering, rates, terms and conditions applicable to the furnishing of local exchange telecommunications reseller services provided by Advanced Cellular Corporation to customers within the State of Florida. Service is provided on a full-time basis, 24 hours a day, seven days a week, throughout the State of Florida.

2.2 Application for Service

Customer desiring to obtain service from Advanced Cellular must complete the Company's standard service order form(s).

2.3 Notice

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

2.4 Payment

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

2.5 Limitations of Service

2.5.1 Carrier offers service to all those who desire to purchase service from Carrier consistent with all provisions of this Tariff. Customers interested in Carrier's services shall file a service application with the Carrier which fully identifies the Customer and identifies the services requested.

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St. Petersburg, Florida 33711**

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

- 2.5.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.5.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or in violation of the law.
- 2.5.4 Title to all facilities provided by Carrier under these regulations remains with Carrier. Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.6 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by Customer, except when Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between Customer, authorized user, or joint user to share the cost of the service, as long as the arrangement generates no profit for any participant in the arrangement.

2.6.1 Minimum Service Period

The minimum period of service is three months (90 days), unless otherwise stated in this Tariff.

2.7 Liability

- 2.7.1 The liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in

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Advanced Cellular Corporation,
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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

connection with furnishing service or facilities shall, unless otherwise provided in the schedules, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, interruption, delay suspension or other failure continues.

- 2.7.2 The carrier shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.

2.8 Interruption of Service

- 2.8.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and or communications systems provided by Customer and other carriers are subject to the general provisions set forth in Section 2.7 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer within its control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.9 Responsibility of Customer

- 2.9.1 Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:
- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with all of Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

- B. Customer may not have any long distance charges (including calling card charges) billed to their home telephone number. Customer is responsible for the payment of any long distance or toll charges (e.g. 800, 900, or 976) billed to Customer's telephone number. A \$5.00 penalty will be assessed for each long distance call billing.
- C. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer-contact persons
- D. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user.
 2. improper use of service; or
 3. any use of equipment of service provided by others.
- E. Late Payments
- A penalty of Ten Dollars (\$10.00) will be imposed on any unpaid balance not paid by due date.

2.9.2. Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

maintain them in a satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9.3 Credit Allowances

- A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or then Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of Customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment disabled will be credited, no credit allowances will be made for:
 - 1. interruptions of service resulting from Carrier performing routine maintenance;
 - 2. interruptions of service for implementation of a customer order for a change in the service; or
 - 3. interruptions caused by negligence of Customer or his authorized user;
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user. Or other carriers.

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

2.9.4

Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.
- C. Restoration of service will be subject to all applicable installation charges.
- D. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.9.5

Payment and Charges for Service

Charges for service are billed on the 25th of each month for the following month's service. All payments are due on or before the first of each month. A late fee of \$10.00 will be assessed on all accounts not paid on or before the due date. Accounts not paid in full by the sixth of the month will be

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

disconnected. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff. A Customer may pay for multiple months of service if paid on the first of the month to the Carrier.

- B. The Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to, all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. In the event of nonpayment of charges, Customer must reimburse Carrier for all costs, including attorneys' fees, for the collection for any unpaid amounts.
- C. Restoration of service will be subject to all applicable installation charges.
- D. Customer is liable for all costs associated with collecting past due charges, including all attorney fees.

2.9.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

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Advanced Cellular Corporation,
3754 Central Avenue,
St. Petersburg, Florida 33711**

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)**2.10 Taxes**

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including federal subscriber line charges, assessed in conjunction with service used.

2.11 Responsibility of Carrier**2.11.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.8, when serviced is interrupted the credit allowance will be computed on the following basis;

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours the interruption continues the credit shall equal 1/360 of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.11.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.11.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel service without incurring any liability for any of the following reasons:

- A. After ten days written notice, in the event of a violation of any regulation governing the service under this Tariff;
- B. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- C. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction;
- D. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision; or

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Section 2 - Rules and Regulations (Cont'd)

E. Customer has not paid their bill in full by the 6th of the month

2.11.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.12 Restoration of Service

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

2.13 Start of Billing

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section G (3) of this Tariff.

2.14 Interconnection

2.14.1 Service furnished by Carrier may be interconnected with services of facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such

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Section 2 - Rules and Regulations (Cont'd)

other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

- 2.14.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Carriers' facilities. Customers shall secure all licenses, Permits, rights-of-way, and other arrangements necessary for such interconnections.

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICES AND RATES**3.1 Description of Services****Prepaid Local Service**

Prepaid Local Service is a Service which is available for access by residential and business subscribers on a full time basis. It consists of dialtone and access for unlimited local calls, 911 calls and relay services. The Service does not include any long distance service or other toll services. The following types of calls may be blocked by Carrier: direct dial long distance; collect calls; third-number billed calls; 900 and 976 calls. Customers who desire this service, may by authorized service, by providing payment by an approved credit card, cash, or approved check. Service will be charged on a monthly basis, and upon payment, a customer will have unlimited use of the aforementioned service for that month.

Price for Service per month

Basic Service (residential)	\$37.95
Basic Service (business)	\$49.95
Call Waiting	\$ 5.00
3 Way Calling	\$ 5.00
Caller ID	\$10.00
Non-Published	\$ 3.00
Voice-Mail	\$10.00
FCC Access	\$ 3.50
Add New Feature(s)	\$15.00
Service Connection Fee	\$55.00

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ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - EXEMPTIONS AND SPECIAL RATES**4.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

For intrastate toll calls received from the relay service, Advanced Cellular Corporation will discount relay service calls by 50% off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the 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 a call and shall not apply to per call charges such as a credit card surcharge. In case of a Price List which includes either a discount based on the number of minutes or the purchase of minutes in blocks, the discount should be calculated by discounting the minutes of relay use before the Price List rate is applied.

4.2 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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3754 Central Avenue,
St. Petersburg, Florida 33711**

1. This is an application for (check one):

Original authority (new company)

DEPOSIT

DATE

D 6 0 8

SEP 05 1997

Approval of transfer (to another certificated company)
Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

Approval of assignment of existing certificate (to a noncertificated company)
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)
Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant: ADVANCED Cellular CORPORATION

3. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

3754 CENTRAL AVENUE

ST. PETERSBURG, FL 33711

1-813-327-3355

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

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ST PETERSBURG, FL 33711

1-813-327-3355

C. Physical address of alternative local exchange service in Florida including street name, number, post office box, city, zip code and phone number.

3754 CENTRAL AVENUE

ST PETERSBURG, FL 33711

1-813-327-3355

1. This is an application for (check one):

Original authority (new company)

DEPOSIT

DATE

D 6 0 8

SEP 0 5 1997

Approval of transfer (to another certificated company)

Example. a certificated company purchases an existing company and desires to retain the original certificate authority.

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Approval of assignment of existing certificate (to a noncertificated company)

Example. a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example. a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant: **ADVANCED CELLULAR CORPORATION**

3. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

**3754 CENTRAL AVENUE
ST. PETERSBURG, FL 33711**

1-813-327-3355

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

**3754 CENTRAL AVENUE
ST PETERSBURG, FL 33711**

1-813-327-3355

ADVANCED CELLULAR CORPORATION

3754 CENTRAL AVENUE
ST. PETERSBURG, FL 33711

AM SOUTH BANK OF FLORIDA
ST. PETERSBURG, FL 33701

1566

PAY TWO HUNDRED FIFTY DOLLARS

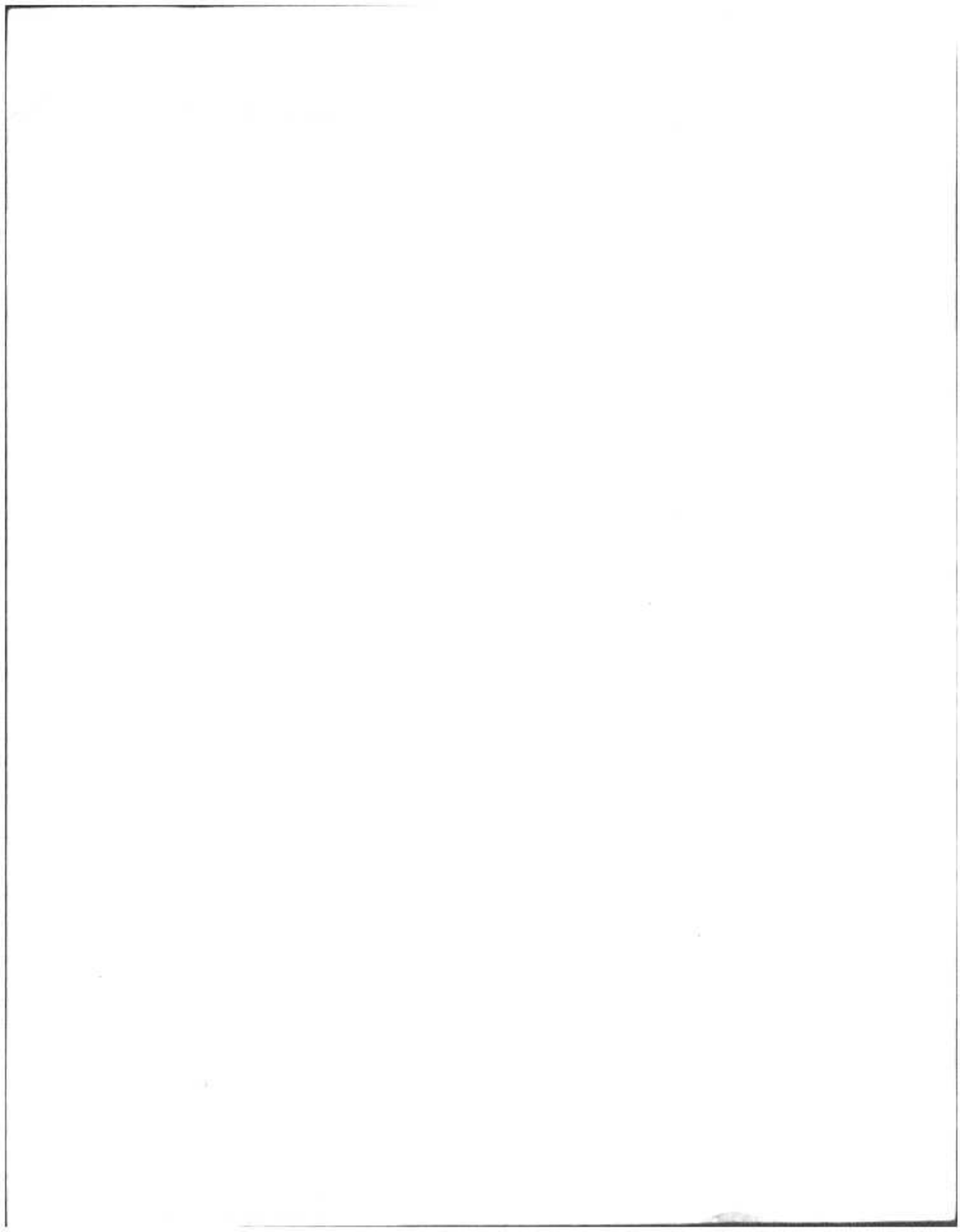
CHECK NO. 1566

DATE
09/04/97

AMOUNT
*****\$250.00

TO THE ORDER OF
FLORIDA PUBLIC SERVICE COMM
CAPITAL CIRCLE OFFICE CENTER
2540 SHUMARD OAK BLVD
TALLAHASSEE, FL 32399-0850


ADVANCED CELLULAR CORPORATION SIGNATURE



CERTIFICATE OF AUTHENTICITY

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DATE PRODUCED 8/12/03 PLACE Tallahassee, FL
(city state)

CAMERA OPERATOR'S SIGNATURE G. Smith




END

REEL NO. 14

