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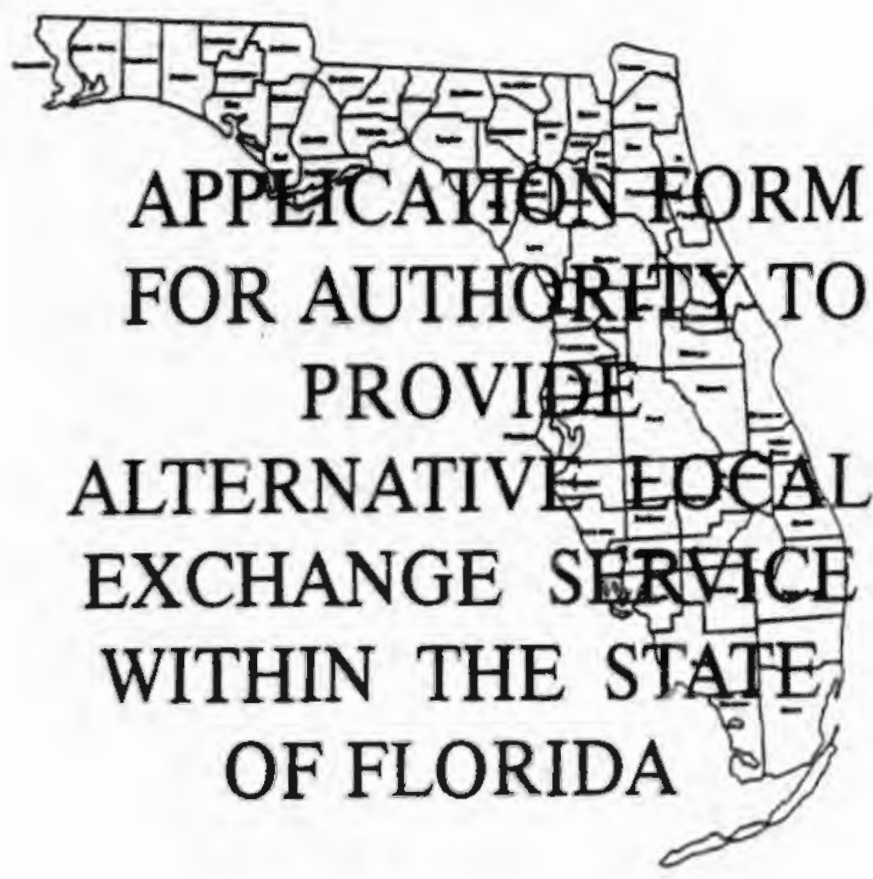
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# APPLICATION FORM

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

NuStar Communications Corp.

44 Music Square East

Suite 118

Nashville, Tennessee 37203

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

NuStar Communications Corp.

3300 N.E. 92nd St. Suite 618

Bayclub 2

Aventura, Florida 33180

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

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

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

CORPORATION

# APPLICATION FORM

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.

NuStar will provide a "toll free" number for Customer  
Complaints and will be solved expeditiously through the  
Company or through the Florida Public Service Commission.  
NuStar's " toll free" number is 800-465-0120

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

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

## APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

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

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

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

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:

NuStar Communications Corp.

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

NuStar Communications Corp.

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

Fictitious name registration number: NONE

# APPLICATION FORM

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

NuStar Communications Corp.

44 Music Square East

Suite 118

Nashville, Tennessee 37203

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<input type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other, Please explain _____

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

CORPORATION

\_\_\_\_\_

\_\_\_\_\_

## APPLICATION FORM

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

None

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

Corporate charter number: F97000005777

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.

Lloyd Roberts

44 Music Square East Suite 118

Nashville, Tennessee 37203

Phone# 1-615-742-3440 Fax# 1-615-742-0655

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

Tennessee Georgia

---

## APPLICATION FORM

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.

NuStar will provide a "toll free" number for Customer  
Complaints and will be solved expeditiously through the  
Company or through the Florida Public Service Commission.  
NuStar's " toll free" number is 800-465-0120

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

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

# APPLICATION FORM

## 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. 776.062 and s. 776.063".

Official: Stacy E Roberts      11-12-97  
Signature      Date

Title: President      (615) 742-3440  
Telephone Number

Address: NuStar Communications Corp.

44 Music East

Suite 118

Nashville, Tennessee 37203



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

IN THE MATTER OF: APPLICATION	)	
OF NUSTAR COMMUNICATIONS CORP.	)	<u>APPLICATION FOR A</u>
FOR A CERTIFICATE OF PUBLIC	)	<u>CERTIFICATE OF PUBLIC</u>
CONVENIENCE AND NECESSITY TO	)	<u>CONVENIENCE AND</u>
PROVIDE LOCAL RESALE OF	)	<u>NECESSITY</u>
TELECOMMUNICATIONS SERVICES	)	
THROUGHOUT THE STATE OF	)	
FLORIDA.	)	

**APPLICATION OF NUSTAR COMMUNICATIONS CORP.**

COMES NOW NuStar Communications Corp ("Applicant") and hereby respectfully requests the Florida Public Service Commission to grant Applicant a Certificate of Public Convenience and Necessity pursuant to the Florida Public Service Commission Rules and Regulations, as now or hereafter enacted, authorizing Applicant to resell Local Exchange telecommunications services within the State of Florida. In compliance with the Florida Public Service Commission's Rules and Regulations, the following information is provided

**INTRODUCTION**

1. **The Applicant.** Applicant's correct name and address are

NuStar Communications Corp  
44 Music Square East, Suite 118  
Nashville, Tennessee 37203  
Tel (615) 742-3440  
Fax (615) 742-0655

2. **Applicant's Attorney and Registered Agent.** The correct name and address of Applicant's attorney is:

Jim Dale III  
221 4th Avenue North, 5th Floor  
Nashville, Tennessee 37219  
Tel (615) 255-7443  
Fax (615) 255-7447

3. The Applicant is a Tennessee Corporation, the corporate officers are the stockholders, and no other entity has an ownership or controlling interest in the Applicant. A copy of the license for the Applicant to do business within the State of Florida is made Exhibit G of this application.

4. **Financial Statement:** Applicant is a newly-created Corporation with ample cash resources, no outstanding debts, and with sufficient financial resources to operate its telecommunications resale operations efficiently and continuously within the State of Florida. An up-to-date financial statement is made available in Exhibit A of this application.

5. The Applicant as a "pure" reseller, does not propose to own or construct telecommunication facilities, and henceforth, much of the technical expertise needed for installation, repair, maintenance, and delivery of the proposed local exchange services will be rendered by the applicable ILEC and NuStar's Customers will experience no compromise in technical service quality standards. Lloyd Roberts, or his nominee of the Applicant's local address, will be responsible for servicing customers and supplying refunds when there are discrepancies in the Prepaid Contract that will be signed and understood by both parties before service is rendered.

6. As a non-facilities based reseller, the Applicant does not propose to own, construct, or extend any of the telecommunications facilities for local exchange services in the State of Florida. NuStar does not provide operator services. All operator-assisted calls, including collect calls, calling card calls, person-to-person calls, third party calls, and other related operator services will be routed to NuStar's Underlying Carrier.

7. Neither NuStar or any of its management has any interest in any entity that has been denied, revoked or suspended in any other state, nor are they involved in any current proceedings to this effect.

8. As a Provider of Prepaid local services, Applicant will not be changing Customers from one exchange carrier to another. A copy of NuStar's Contract to become a "pure" reseller with BellSouth is made part of this application in Exhibit E.

9. **Public Convenience and Necessity.** NuStar's application for local exchange authority is in the public interest and serves the public convenience and necessity. The Telecommunications Act of 1996 has established a national Policy that competition in local exchange markets is in the public interest, and Section 253 of the Federal Act prohibits states from imposing requirements that would constitute barriers to entry into local exchange markets. Enhanced competition is beneficial to Florida consumers because of the incentive among service providers to offer reasonable rates and more innovative services. In addition, issuance of the requested authority to NuStar serves Florida public convenience and necessity in that it provides consumers with an added option that the I L E C and the A L E C doesn't offer. NuStar will serve the public by ensuring that it's Customers have access to 911 services, directory assistance, and other services essential for health and safety reasons.

9. Public Convenience and Necessity (cont).

By this application and participating in all proceedings necessary to effect certification, Applicant hereby asserts it's willingness and ability to comply with all Rules and Regulations that the Florida Public Service Commission may impose subject to Florida Law as now or hereafter enacted Accordingly, by this application, Applicant seeks such approval and authority as may be required for it to provide intrastate resale of local telecommunications services throughout the entire State of Florida

Wherefore, NuStar Communications Corp respectfully requests that the Florida Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing it to engage in the resale of intrastate local telecommunications services within the State of Florida

**EXHIBIT A**

**FINANCIAL CAPABILITY**



SCOTT &  
ASSOCIATES CPA'S, PLLC

Certified Public Accountants

Judson Scott, CPA  
Meryl Stinson, CPA

To the Board of Directors  
NuStar Communications Corporation  
Nashville, Tennessee

We have compiled the accompanying balance sheet of NuStar Communications Corporation as of August 31, 1997, and the related statement of income and retaining earnings for the period then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

*Scott & Associates*

September 12, 1997

**NUSTAR COMMUNICATIONS CORPORATION  
BALANCE SHEET  
AUGUST 31, 1997**

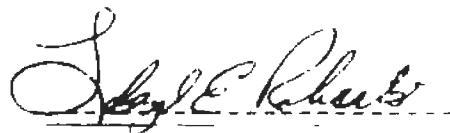
**ASSETS**

<b>CURRENT ASSETS:</b>	
Cash in banks	\$ 40,474
Accounts receivable	<u>3,387</u>
	<u>43,861</u>
<b>FIXED ASSETS:</b>	
Office furniture and equipment	<u>16,670</u>
<b>Total Assets</b>	<b><u>\$ 60,531</u></b>

**STOCKHOLDER'S EQUITY**

<b>STOCKHOLDER'S EQUITY:</b>	
Common stock- 1000 shares no par value	
stock authorized, issued, & outstanding	<u>60,531</u>
<b>Total Stockholder's Equity</b>	<b><u>\$ 60,531</u></b>

I Lloyd E. Roberts, president of NuStar Communications Corp. Attest these financial statements are true and correct.

  
\_\_\_\_\_

MUSTAR COMMUNICATIONS CORPORATION  
STATEMENT OF INCOME  
FOR THE PERIOD ENDING AUGUST 31, 1997

REVENUE	\$ -0-
EXPENSES	<u>-0-</u>
NET INCOME AND RETAINED EARNINGS	<u>\$ -0-</u>



# NuStar Communications Corp

## STATEMENT OF CASH FLOW

**1998**

A	Cash flows from operating activities	
	-Cash inflows (detailed)	\$50,000
	-Cash outflows (detailed)	<u>37,200</u>
	-Net cash inflow (outflow) from operating activities	\$12,800
B	Cash flows from investing activities	
	-Cash inflows (detailed)	0
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from investing activities	0
C	Cash flows from financing activities	
	-Cash inflows (detailed)	\$40,474
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from financing activities	\$40,474
D	Effect of Foreign Exchange Rates	0
E	Reconciliation with statement of financial position:	
	-Net increase (decrease) in cash during the period	\$16,187
	-Add: Beginning cash balance	<u>40,474</u>
	-Ending cash balance	\$56,661

**1999**

A	Cash flows from operating activities	
	-Cash inflows (detailed)	\$82,800
	-Cash outflows (detailed)	<u>56,000</u>
	-Net cash inflow (outflow) from operating activities	\$26,800
B	Cash flows from investing activities	
	-Cash inflows (detailed)	0
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from investing activities	0
C	Cash flows from financing activities	
	-Cash inflows (detailed)	\$40,474
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from financing activities	\$40,474
D	Effect of Foreign Exchange Rates	0
E	Reconciliation with statement of financial position:	
	-Net increase (decrease) in cash during the period	\$26,800
	-Add: Beginning cash balance	<u>40,474</u>
	-Ending cash balance	\$67,574

**2000**

A	Cash flows from operating activities	
	-Cash inflows (detailed)	\$106,800
	-Cash outflows (detailed)	<u>64,000</u>
	-Net cash inflow (outflow) from operating activities	\$42,800
B	Cash flows from investing activities	
	-Cash inflows (detailed)	0
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from investing activities	0
C	Cash flows from financing activities	
	-Cash inflows (detailed)	\$40,474
	-Cash outflows (detailed)	<u>0</u>
	-Net cash inflow (outflow) from financing activities	\$40,474
D	Effect of Foreign Exchange Rates	0
E	Reconciliation with statement of financial position:	
	-Net increase (decrease) in cash during the period	\$42,800
	-Add: Beginning cash balance	<u>41,464</u>
	-Ending cash balance	\$83,264

**NuStar Communications Corp.**

**Projected Statement of Income <Profit Loss>  
Year Ending December, 1998**

Revenue	\$50,000 00
Expenses	\$37,200 00
	<u>                    </u>
Net Income Retained Earnings	\$12,800 00

**Projected Statement of Income <Profit Loss>  
Year Ending December, 1999**

Revenue	\$70,000 00
Expenses	\$56,000 00
	<u>                    </u>
Net Income Retained Earnings	\$14,000 00

**Projected Statement of Income <Profit Loss>  
Year Ending December, 2000**

Revenue	\$80,000 00
Expenses	\$64,000 00
	<u>                    </u>
Net Income Retained Earnings	\$16,000 00

**EXHIBIT E**

**PRINCIPAL STOCKHOLDERS**

**NuStar Communications Corp.**

**Principal Stockholders with 100% of the Issued Shares**

*Lloyd Roberts, President*  
300 Falls Street  
McMinnville, Tennessee 37110

*Gail Lowery, Secretary and Treasurer*  
532 Meiser Lane  
McMinnville, Tennessee 37110

**EXHIBIT D**

**TECHNICAL / MANAGERIAL CAPABILITY**

**TECHNICAL / MANAGERIAL CAPABILITY**

The Applicant, as a "Pure" Reseller, does not propose to own or construct telecommunications facilities, and henceforth much of the technical expertise needed for installation, repair, maintenance, and delivery of the proposed local exchange services will be rendered by the applicable ILEC or NuStar's Customers will experience no compromise in technical service standards.

The Applicant's team has vast experience in telecommunications and management. The Applicant's telecommunication and Managerial experience will assure the Florida Public Service Commission that it can provide professional service in the local exchange market.

***Lloyd Roberts, President and General Manager***

Mr. Roberts began his communications career with National Communications Inc where he was the Business Manager in charge of all applications for radio and TV Construction Permits. Mr. Roberts has had managerial and technical experience in all facets of the Broadcasting Business. He was most recently the Operations Manager for American Telecom, where he was in charge of their long distance telephone service.

*Mr. Roberts should be contacted in connection with the general operations of NuStar Communications and also the Proposed Tariff.*

***William D. Buntin, Executive Assistant***

Mr. Buntin carries an impressive level of experience in multiple aspects of TV and Radio Broadcasting. He has held positions as General Manager, Account Executive, G.S.M., Sales Manager of several major Radio Stations located in Nashville, Tennessee, and has worked as a Consultant for both TV and Radio Industries. He is a former owner and G.S.M. of Q-105 FM located in Bowling Green, Kentucky. He has successfully completed various programs in Sales Training schools. He is a graduate of Cumberland University, Middle Tennessee State University, Mid South Electronics, and also of the Cleveland Institute.

***Don Thompson, Vice President of Operations***

Mr. Thompson has spent 35 years in the Broadcast business, covering radio, television and cable, and held positions as a Talent Operations Manager, Sales Manager, General Manager, and Marketing Director. Mr. Thompson spent 11 years working for Capital Cities / ABC as Operations Director of their broadcast properties. Some of Mr. Thompson's educational background includes University of Baltimore School of Business as well as the University of Texas.

**EXHIBIT E**

**BELLSOUTH CONTRACT**

**Agreement Between BellSouth Telecommunications, Inc. and Nustar Communications Corp.  
Regarding The Sale of BellSouth Telecommunications Services to Reseller For The Purpose of Resale**

**THIS AGREEMENT** is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation, and Nustar Communications Corp. ("Reseller"), a Tennessee corporation, and shall be deemed effective as of September 1, 1997.

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, Reseller is or seeks to become an alternative local exchange telecommunications company in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee authorized to provide telecommunications services; and

**WHEREAS**, Reseller desires to resell BellSouth's telecommunications services; and

**WHEREAS**, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

**I. Terms of the Agreement**

**A.** The term of this Agreement shall be two years beginning September 1, 1997 and shall apply to all of BellSouth's serving territory as of January 1, 1997 in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;

**B.** This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

**C.** The rate pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs provided by BellSouth when selling a service for wholesale purposes.

**II. Definitions of Terms**

**A. CUSTOMER OF RECORD** means the entity responsible for placing application for service, requesting additional, rearrangement, maintenance or discontinuance of service, payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.



- B. **DEPOSIT** means insurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
  - C. **END USER** means the ultimate user of the telecommunications services.
  - D. **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
  - E. **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
  - F. **OTHER LOCAL EXCHANGE COMPANY (OLEC)** means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
  - G. **RESALE** means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then resells those telecommunications services to the public (with or without "adding value").
  - B. **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resale local exchange telecommunications service.
- III. General Provisions**
- A. Reseller may resell the certified local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference. In addition, Reseller may not purchase telecommunications services at the wholesale rate for its own use
  - BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
  - B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any services.

- C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.
- D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.
- G. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- H. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- I. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.
- J. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- K. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- L. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- M. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- N. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller and users.
- O. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and connecting carriers involved in its service;
  2. Cause damage to their plant;
  3. Impair the privacy of any communications; or
  4. Create hazards to any employees or the public.
- P. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.
- Q. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.
- R. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- S. BellSouth will provide customer record information to the Reseller provided the Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an asterisk basis only.
- Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
- T. BellSouth's messaging services may be made available for resale subject to the execution of BellSouth's Messaging Agreement and without the wholesale discount.
- U. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

**IV. BellSouth's Provision of Services to Reseller**

- A. Reseller agrees that its resale of BellSouth services shall be as follows:
1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
  2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purpose of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by

Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

## V. Maintenance of Services

- A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

## VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.

G. The Company may, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

## VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in f. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

#### VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.



4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's non-compliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller is solely responsible for notifying the end user of the proposed disconnection of the service.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

## IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

#### **X. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential

#### **XI. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by that Public Service Commission concerning this Agreement

#### **XII. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose

### **XIII. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

### **XIV. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

### **XV. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

### **XVI. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to

BellSouth Telecommunications, Inc.

Reseller

CLEC Account Team  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL 35243

Nustar Communications, Corp  
1328 Surrey Lane  
Marietta, GA 30008  
Attn: Joe Macaluso

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

### **XVII. Amendments**

This Agreement may be amended at any time upon written agreement of both parties.

### **XVIII. Entire Agreement**

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY:   
Signature

NAME: Jerry D. Hendrix  
Printed Name

TITLE: Director

DATE: 09/03/97

Reseller

BY:   
Signature

NAME: Lloyd EARL Roberts  
Printed Name

TITLE: president

DATE: September 1, 1997

**EXHIBIT B**

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	No
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	No	Yes	Yes	Yes	No	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
4 Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

**Additional Comments:**

- Grandfathered services can be resale only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that reseller may charge for Lifeline Service shall be capped at the flat resale rate offered by BellSouth.
- In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.
- In North Carolina, only those Contract Service Arrangements entered into after April 5, 1997 will be available for resale.

**EXHIBIT "A"**

**APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

	<u>DISCOUNT</u>	
<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>
ALABAMA	17%	17%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA*	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

\* Effective as of the Commission's Order in Louisiana Docket No. U-22020 dated November 12, 1996.

\*\* The Wholesale Discount is set as a percentage off the tariffed rates. If OLEC provides its own operator services and directory services, the discount shall be 21.56%. These rates are effective as of the Tennessee Regulatory Authority's Order in Tennessee Docket No. 90-01331 dated January 17, 1997.

**EXHIBIT F**

**CHARTER**

MEMORANDUM

RE

ARTIAL INCORPORATION CHARTER.

The undersigned, acting as the incorporator of a corporation under the Tennessee Business Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is Master Communications Corp.
2. The corporation is authorized to issue One Thousand (1,000) shares of stock. These shares together shall have unified voting rights and full and equal rights to share in the profits of the corporation and its net assets upon dissolution.
3. The street address of the initial registered office of the corporation is: 221 4th Avenue North, 5th Floor, Nashville, Tennessee 37219, and the initial registered agent for the corporation at that office is James C. Sole III.
4. The name and the address of the incorporator is: James C. Sole III, 5th Floor, 221 4th Avenue, North, Nashville, Tennessee 37219.
5. The street address of the initial principal office is: 121 4th Avenue North, 5th Floor, Nashville, Tennessee 37219.
6. The corporation is for profit.
7. To the extent allowed by the laws of the State of Tennessee, no present or future director of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director (or his or her estate, heirs and personal representatives) shall be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as any hereafter be adopted or amended.
8. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, such as now in effect and as hereafter adopted or amended.

WITNESSED this 4th day of January, 1997.

James C. Sole III  
 James C. Sole III  
 Incorporator

THIS CHARTER IS FILED WITH THE SECRETARY OF REVENUE



**EXHIBIT G**

**BUSINESS LICENSE**



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

**November 3, 1997**

**LLOYD E. ROBERTS**  
**NUSTAR COMMUNICATIONS CORP.**  
**44 MUSIC SQUARE EAST SUITE 118**  
**NASHVILLE, TN 37203**

Qualification documents for NUSTAR COMMUNICATIONS CORP. were filed on October 31, 1997 and assigned document number F97000005777. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3678 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-8091, the Foreign Qualification/Tax Lien Section.

**Lee Rivers**  
**Document Examiner**  
**Division of Corporations**

**Letter Number: 797A.00053020**

**EXHIBIT H**

**PROPOSED TARIFF**

TELECOMMUNICATIONS SERVICES

NuStar Communication Corp

Florida Tariff No. 1  
Original Page 2

**CHECK LIST**

Pages 1 to 32 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<b>PAGE</b>	<b>REVISION NO.</b>
1	Original
2	Original
3	Original
4	Original
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29	Original
30	Original
31	Original
32	Original

Issued October 23, 1997

Effective

By Mr Lloyd Roberts  
NuStar Communications  
44 Music Square East  
Nashville, Tennessee, 37203

TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Florida Tariff No 1  
Original Page 4

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Issued October 23, 1997

Effective

By Mr Lloyd Roberts  
NuStar Communications  
44 Music Square East  
Nashville, Tennessee 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Florida Tariff No. 1  
Original Page 6

### **PRICE LIST FORMAT SHEET**

- A. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 31 and 32 would be 31.1.
- B. **Page Revision Numbers.** Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th revised Page 32 cancels the third revised Page 32. Because of deferrals, notice periods, etc., the most current page number on file with the FPSC is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1(a)
  - 2.1.1.A.1(a)1
  - 2.1.1.A.1(a)1(i)
  - 2.1.1.A.1(a)1(i)1
- D. **Check List of Effective Pages.** When a tariff filing is made with the FPSC, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.), the subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the FPSC.

### **INTRODUCTION**

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of local telecommunications resale services by NuStar Communication Corp. (hereinafter referred to as "NuStar" or the "Company") between various locations in the State of Florida.

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

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Effective

By: Mr. Lloyd Roberts  
NuStar Communications  
44 Music Square East  
Nashville, Tennessee, 37203

**TELECOMMUNICATIONS SERVICES**

NuStar Communication Corp.

Florida Tariff No. 1  
Original Page 1

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**TELECOMMUNICATIONS SERVICES**

Applying to Resale  
Local Services throughout the  
State of Florida

**AND**

**CONTAINING RULES AND REGULATIONS  
GOVERNING SERVICE**

This tariff is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, 2540 Shumark Oak Blvd., Gunter Building, Tallahassee, Florida 32399-0850

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp

Florida Tariff No. 1  
Original Page 2

**CHECK LIST**

Pages 1 to 32 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<b>PAGE</b>	<b>REVISION NO.</b>
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
21	Original
22	Original
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24	Original
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27	Original
28	Original
29	Original
30	Original
31	Original
32	Original

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### **SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition
- (I) To signify a change resulting in an increase to a customer's bill
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet
- (R) To signify a change resulting in a reduction to a customer's bill
- (T) To signify a change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs
- (Z) To signify a correction

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### PRICE LIST FORMAT SHEET

- A. **Page Numbering.** Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 31 and 32 would be 31.1.
- B. **Page Revision Numbers.** Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th revised Page 32 cancels the third revised Page 32. Because of deferrals, notice periods, etc., the most current page number on file with the FPSC is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. **Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i).1
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### INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of local telecommunications resale services by NuStar Communication Corp. (hereinafter referred to as "NuStar" or the "Company") between various locations in the State of Florida.

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**EXCHANGE SERVICE LIST**

Key West	<b>Brevard</b>	Panama City Beach	Freeport
Big Pine Key	EastGaille	Panama City	Valparaiso
Marathon	Cocoa	Lynn Hallin	Eglin AFB
Islamorada	<b>Ocala</b>	Youngstown Fountain	<b>Walton</b>
Key Largo	Windermere	Seagrave Beach	Defunak Springs
North Key Largo	Wintergarden	<b>Hanford</b>	Shalimar
Homestead	Orlando	Bristol	Glendale
Perrine	East Orange	Blountstown	Lauderhill
<b>Dade</b>	Montverde	<b>Bay</b>	Paxton
Miami	Winter Park	Sunny Hills	Na Varre
North Dade	Titusville	<b>Gadsden</b>	Ocalaosa
<b>Brevard</b>	Olliedo	Quincy	Baker
Hollywood	Apopka	Havana	Panama Park
Ft. Lauderdale	<b>Seminole</b>	Chattahoochee	Interlachen
Pompano Beach	Sanford	Gretna	Palatka
Deerfield Beach	Genova	Greenboro	Hastings
Delray Beach	<b>Orange</b>	Glendridge	Oflorahone
<b>Palm Beach</b>	Dobery	Altha	<b>Pitman</b>
Boca Raton	Orange City	Alford	St. Augustine
Boynton Beach	<b>Volusia</b>	Maranna	Kingsley Lake
Coral Springs	Oak Hall	Molino	<b>St. Johns</b>
West Palm Beach	New Smyrna Beach	Chapley	<b>Bradford</b>
Belle Glade	Delano	Cottondale	Starke
<b>Martin</b>	De Leon Springs	Socade	Lake Butler
Pomokoe	Daytona Beach	Malone	<b>Union</b>
Jupiter	Pierson	<b>Washington</b>	Green Cove Springs
Indiantown	<b>Flagler</b>	Vernon	Middleburg
Hobe Sound	Crescent City	Ponce Del con	Lawtes
Stuart	Flagler Beach	Westville	Ruford
Jensen Beach	Palm Coast	Reynolds Hill	Jay
<b>St. Lucie</b>	Bunnell	<b>Jackson</b>	<b>Clay</b>
Port St. Lucie	The Beaches	Bonafry	Maxville
Ft. Pierce	<b>Franklin</b>	Graecville	Orange Park
Vero Beach	Gulf	<b>Holmes</b>	Lulington
Sebastian	Tindal AFB	Seagrave Beach	Sanderton
<b>Indian River</b>	WeWahn'tachka	Santa Rosa Beach	Baldwin
Melborne	<b>Liberty</b>	Destin	Point Verda Beach
Keansville	Calhoun	Fort Walton Beach	Mac Clenny

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Jacksonville	<del>Escambia</del>	<del>Levy</del>
Jacksonville Beach	Walton Hill	McIntosh
Fort George	San Antonio	Micanopy
Baker	<del>Franklin</del>	Bronson
<del>Duval</del>	Dale City	Archer
Callahan	Spring Lake	Chieftan
<del>Nassau</del>	Groveland	Old Town
Hillard	Talacouchee	Cross City
Yulu	Brookville	<del>Dixie</del>
Ferndina Beach	Weekiwachie	Trenton
Jennings	<del>Hernando</del>	Newberry
<del>Hamilton</del>	Clermont	Gainsville
Jasper	Bushnell	Melrose
Florida Boys Ranch	Honey-in-the-Hills	Waldo
White Springs	Tallahassee	Keystone Heights
Live Oak	Iverness	<del>Gilchrist</del>
<del>Columbia</del>	Homesboro Springs	<del>Alachua</del>
Wellborn	Leesburg	
Lake City	Mt. Dora	
Swanoo	Eustis	
Lauraville	Wildwood	
Mayo	Beverly Hills	
<del>Lafayette</del>	Crystal River	
Bramford	<del>Sumter</del>	
Fort White	<del>Citrus</del>	
Brooker	Lady Lake	
Alachua	Umatilla	
High Springs	<del>Lake</del>	
Alligator Point	Junnellon	
Carrabelle	Oklawaha	
East Point	Astor	
Apalachicola	Bellview	
Fort St. Jo	Cedar Keys	
Munson	Forest	
Gulf Breeze	Ocala	
Holly	Silver Spring Shore	
Pensacola	Salt Springs	
Pace	<del>Madison</del>	
Milton	Williston	
<del>Santa Rosa</del>	Orange Springs	
Cantonment	Citra	

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TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Access Line

"Access Line" means an arrangement which connects the Customer's location to a NuStar Communications Corp. network switching center

Authorization Code

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

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service

Carrier

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

Company or Carrier

NuStar Communications Corporation.



TELECOMMUNICATIONS SERVICES

NuStar Communication Corp

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1 Technical Terms and Abbreviations (cont.)

Credit(s)

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

Credit Allowances

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

Credit Limit

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

Customer

"Customer" means the person, firm, company, corporation, or other entity which orders service and is responsible for payment of charges due and compliance with the Company's price list regulations.

Day

"Day" means from 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening

"Evening" means from 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

FCC

"FCC" means the Federal Communications Commission.

Florida Public Service Commission ("FPSC")

"Florida Public Service Commission" (or "FPSC") means the Florida Public Service Commission.

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1 Technical Terms and Abbreviations (cont.)

Governmental Authority

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

Holidays

"Holidays" means all Company-specified holidays. New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25)

ICB

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

Interruption

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

Local Exchange Carrier ("LEC")

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

Local Access and Transport Area ("LATA")

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

Minimum Service Period

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

Night / Weekend

"Night / Weekend" means 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.

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## TELECOMMUNICATIONS SERVICES

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### 1 Technical Terms and Abbreviations (cont.)

#### Other Providers

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

#### Performance Failure

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

#### Prepaid Residential Telecommunications Service ("Prepaid Service")

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

#### Regulation(s)

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

#### Resale Tariff(s)

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

#### Scheduled Interruption

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

#### Service(s)

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

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I Technical Terms and Abbreviations (cont.)

Service Commencement Date

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

Service Order

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

Subscriber

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

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

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

Third Party Billing Companies

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

Underlying Carrier(s)

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

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**2 RULES AND REGULATIONS**

The Company is a reseller of regulated, intrastate, long distance and local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with , and have been approved by the T.R.A.

**2.1 Undertaking of the Company**

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

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp

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### 2.2 Responsibility and Use

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

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

### 2.3 Transmission

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

### 2.4 Call Blocking

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

### 2.5 Customer Billing

2.5.1 Bills to customers shall be rendered regularly and shall contain a listing of all charges. Utilities shall comply with reasonable customer requests for an itemized statement of charges.

2.5.2 In the event the Customer's service is interrupted other than by negligence or willful act of the Customer and it remains out of order in excess of 24 hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rate part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.

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Customer Billing (cont.)

- 2.5.3 A bill insert will be included in the first bill, informing the Customer of his refund option. When new phone books are printed the Call-Guide will contain a Customer Refund section.
- 2.6 Customer Deposits No deposit will be required as a condition for establishment of Service other than as provided in the Utility's Rules and Tariffs on file with the Commission.
- 2.7 Reasons for Denying Service
- 2.7.1 Service may be refused or discontinued for any of the reasons listed below
- a. In the event of customer use of equipment in such a manner as to adversely affect the Utility's equipment or the Utility's Service to others
  - b. In the event of tampering with the equipment furnished and owned by the Utility.
  - c. For violation of or non-compliance with the Commission's Regulations governing Service supplied by Telephone Utilities, or for violation of or non-compliance with the Utility's rules on file with the Commission.
  - d. For failure to comply with municipal ordinance or other laws.
  - e. For failure of the Customer to permit the Utility reasonable access to its equipment.
  - f. For non-payment of bill.
- 2.8 Customer Complaints
- 2.8.1 Each telephone utility shall make a full and prompt investigation of all types of complaints made by its Customers, either directly to it or through the Commission.
- 2.8.2 If the use of service interferes unreasonably with the necessary use of other Customers, a Customer may be required to take insufficient quantity or of a different class or grade.

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2.9 Non-Routine Maintenance and Installation

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

2.10 Interruption

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

2.11 Service Commencement and Acceptance

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

2.12 Minimum Service Period

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

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### 2.13 Service Order Cancellation

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

### 2.14 Billing and Payments

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

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

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, on the 15th day of each month for the following month's service, and shall be due on the first day of the following month. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by the 5th day of the month following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

### 2.15 Equipment

Equipment provided by Company shall be maintained by Company. The Customer or Subscriber may not arrange, move, disconnect, remove or attempt to repair any other than connection or disconnection to any interface means used.

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2.17 Advance Payments

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

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

2.18 Credit Limit

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

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

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2.20 Discontinuation

2.20.1 By Company. Except with regard to disconnection of the Company's provision of Prepaid Services pursuant to Section 2.14.4, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A By order of a Governmental Authority;

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

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

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

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

2.21 Restoration of Services

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

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2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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2.22 Limitation of Liability (cont.)

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

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

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

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2.24 **Indemnification**

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

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2.25 Indemnification by Customer

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

- 2.25.1 libel or slander resulting from Subscriber's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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### 2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26, for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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2.27 Local Calling Area

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

2.28 Access to Telephone Relay Service

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

2.29 Compliance

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

2.30 Force Majeure

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

2.31 Full Force and Effect

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

2.32 Cooperation

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

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2.33 **Governing Law**

This Tariff is to be governed by and construed in accordance with the rules and orders of the Florida Regulatory Authority and the laws of the State of Florida.

2.34 **Assignment**

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

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

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2.35 Special Construction

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

- 2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed,
- 2.35.2 where facilities other than those which the Company provides are requested by the Customer,
- 2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves,
- 2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer,
- 2.35.5 when Services are requested by a Customer on an expedited basis, or
- 2.35.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

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

2.36 Operator Services

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

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3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

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

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Florida. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

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

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

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3.2 Directory Listing Service

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

3.3 911 Emergency Service ("911 Service")

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

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911 Emergency Service ("911 Service") (cont.)

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

3.4 D

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of fifteen dollars (\$15.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to the Subscriber for any reason allowed by this Tariff.

4.3 Promotions

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

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4.4 Rates for Resold Local Exchange Services

4.4.1 Prepaid Residential Telecommunications Service

4.4.1.A Non-Recurring Charges

Processing/Application Fee	\$ 30.00
Directory Listing	0.00

4.4.1.B Recurring Charges

Monthly Prepaid Service	\$ 49.00
Directory Listing	0.00
911 Service	0.00

4.4.1.C Optional Features

4.4.1.C.1 Non-Recurring Charges

Caller ID Set Up Fee	\$ 10.00
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4.4.1.C.2 Recurring Charges

Call Waiting	\$ 5.00
Call Forwarding	5.00
Three Way Calling	5.00
Unpublished Number	5.00
Speed Dial	5.00
Call Return	5.00

All Above Options	\$ 20.00
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Caller ID	\$ 10.00
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### 4.5 D

#### 4.6 Directory Assistance

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

#### 4.7 Rates for Hearing or Speech Impaired

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

#### 4.8 Computation of Charges

4.8.1 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group E or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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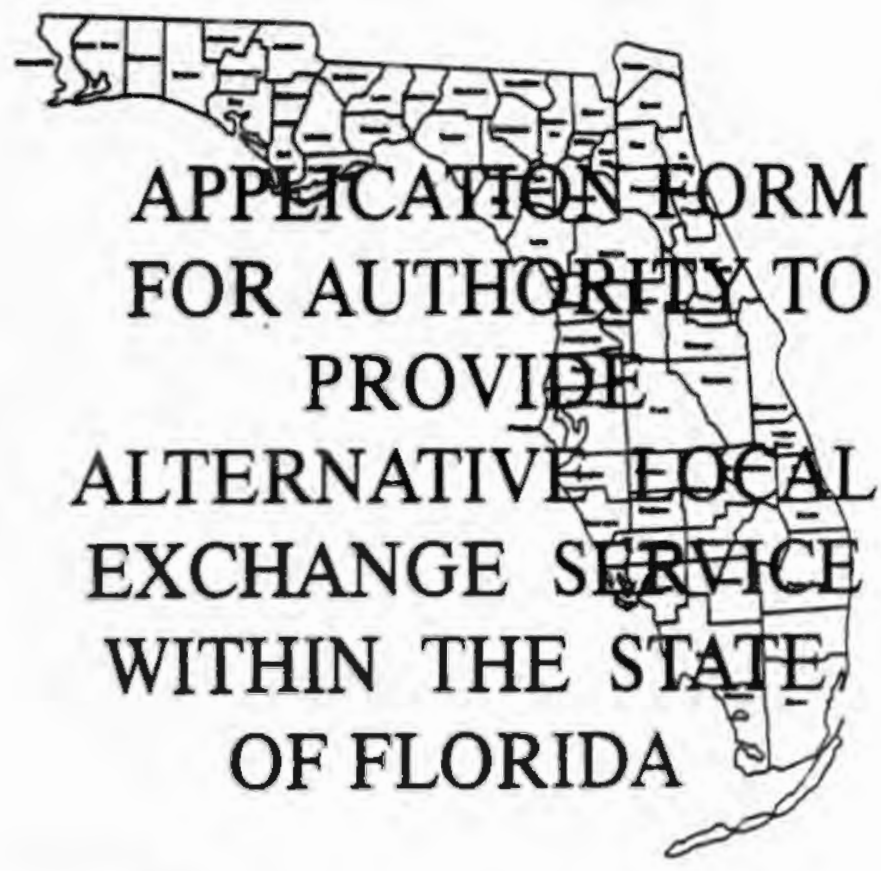
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NuStar Communications  
44 Music Square East  
Nashville, Tennessee, 37203



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DEPOSIT DATE  
D655- NOV 14 1997



APPLICATION FORM  
FOR AUTHORITY TO  
PROVIDE  
ALTERNATIVE LOCAL  
EXCHANGE SERVICE  
WITHIN THE STATE  
OF FLORIDA

DOCUMENT NUMBER - DATE  
11715 NOV 14 97  
FPSC REPORTS/REPORTING

**NUSTAR COMMUNICATIONS CORPORATION**  
44 MUSIC SQUARE E. STE. 118  
NASHVILLE, TN 37203  
PH. 615-742-3440

335

PAY TO THE ORDER OF

Florida Public Service Commission

11-12 19 97

87-5/640  
10212

\$250.00

DOLLARS

**FIRST UNION**  
First Union National Bank  
Nashville, TN

FOR ALEC Application

Lloyd E. Roberts