

ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

Susan M. Hafeli
(202) 663-8414
susan.hafeli@shawpittman.com

ORIGINAL

June 19, 2003

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

030562-TI

**Re: Application of Metro Teleconnect Companies, Inc. for
Authority to Provide Interexchange Telecommunications Service
Between Points within the State of Florida**

Dear Sir or Madam:

Transmitted herewith on behalf of our client, Metro Teleconnect Companies, Inc. ("Metro Teleconnect"), are an original and six (6) copies of Metro Teleconnect's Application for Authority to provide interexchange telecommunications service between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the requisite filing fee.

Exhibit C to this Application includes Metro Teleconnect's financial statements. Metro Teleconnect is privately held and does not publicly disclose its financial information. Consequently, the financial documentation is provided under separate cover, clearly marked "CONFIDENTIAL - FILED UNDER SEAL," and it is respectfully requested that this information not be made part of the public record.

Please date-stamp the Receipt copy of this filing and return it to the undersigned in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Respectfully submitted,

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:

SHM

Susan M. Hafeli

Susan M. Hafeli
Counsel for Metro Teleconnect Companies,
Inc.

Enclosures

03 JUN 20 PM 2:17

DISTRIBUTION CENTER

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 05546-03. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

DOCUMENT NUMBER: 05545
JUN 20 2003
COMMISSION CLERK

METRO TELECONNECT COMPANIES

2150 HERR STREET
HARRISBURG, PA 17103
(717) 584-0603

PNC BANK, NATIONAL ASSOCIATION
JEANNETTE, PA
60-162-433

65777

DATE
5/21/2003

AMOUNT
\$250.00

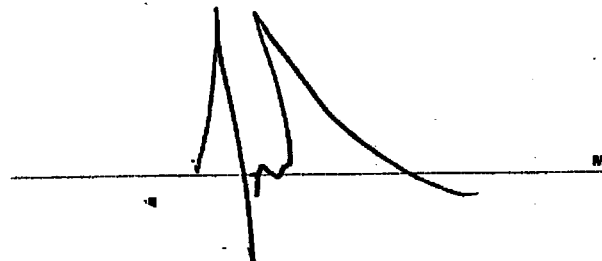
PAY

Two Hundred Fifty Dollars And 00 Cents

TO THE
ORDER
OF

FLORIDA PUBLIC SERVICE COMMISSI

REDACTED

A handwritten signature in black ink, appearing to be 'MP', is written over a horizontal line. The signature consists of a vertical stroke on the left, a sharp peak, and a curved line that descends and then levels off to the right.

08012412 92

Security Features Included Details on back

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

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

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 17).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

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

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

**Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

2. Name of company:

Metro Teleconnect Companies, Inc.

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

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

2150 Herr Street

Harrisburg, PA

17103

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

Metro Teleconnect Companies, Inc. c/o CT Corporation System
1200 South Pine Island Road _____
Plantation, Florida 33324 _____

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

7. Structure of organization;

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

8. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

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

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

Document No. F02000005712. See qualification letter of Florida Department of State (November 15, 2002), attached hereto as **Exhibit A**.

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

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

NA _____

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

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

15. Provide **F.E.I. Number** (if applicable): 25-1756682 _____

16. Provide the following (if applicable):

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

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

N/A

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

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

(a) The application:

Name: Glenn Richards and Susan Hafeli

Title: Counsel

Address: Shaw Pittman LLP, 230 N Street, NW

City/State/Zip: Washington, DC 20037

Telephone No.: 202-663-8000 **Fax No.:** 202-663-8007

Internet E-Mail Address: glenn.Richards@shawpittman.com

Internet Website Address: www.shawpittman.com

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

Name: Tom Gregson

Title: Director of Operations, Metro Teleconnect Companies, Inc.

Address: 2150 Herr Street

City/State/Zip: Harrisburg, PA 17103

Telephone No.: 717-564-0603 **Fax No.:** 717-564-9429

Internet E-Mail Address: tgregson@metrotelco.com

Internet Website Address: www.metrotelco.com

(c) Complaints/Inquiries from customers:

Name: Tom Gregson

Title: Director of Operations, Metro Teleconnect Companies, Inc.

Address: 2150 Herr Street

City/State/Zip: Harrisburg, PA 17103

Telephone No.: 717-564-0603 Fax No.: 717-564-9429

Internet E-Mail Address: tgregson@metrotelco.com

Internet Website Address: www.metrotelco.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

The Applicant has not provided interexchange telecommunications services in any market. The Applicant has provided local exchange services in more than 20 states. It is authorized to provide local exchange service in Florida but has not yet filed its local exchange services tariff or begun providing service in Florida. See Docket 021195-TX (March 21, 2003).

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

The Applicant has filed, or intends to file, applications or registrations for interexchange authority in the states in which it is currently authorized to operate as a local exchange carrier but, as in Florida, must obtain additional authority prior to operating as an interexchange carrier. These states are: Alabama, Connecticut, Delaware, Illinois, Kansas, Kentucky, Maine, Maryland, Massachusetts, Mississippi, Missouri, New Hampshire, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, and West Virginia.

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

Arkansas, New York, Rhode Island, Tennessee, and Vermont. Applicant is also authorized to provide resold interexchange services, pursuant to registration or deregulation, in Indiana, New Jersey, Texas, and Virginia.

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

None.

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

None.

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

Metro Teleconnect has filed a complaint in Federal Court against the Sprint local phone companies (Centel and United) in Charlottesville, Virginia for violation of the resale provision of the Telecommunications Act of 1996. In addition, Metro Teleconnect filed complaints against Verizon with the Federal Communications Commission ("FCC") and the state regulatory commissions of Maryland, New Jersey and Virginia for claims arising from Verizon's billing practices. The FCC dismissed Metro Teleconnect's Complaint in April 2003. Metro Teleconnect and Verizon settled the Maryland case in May 2003. The New Jersey and Virginia cases remain pending.

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

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

NA.

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

No.

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

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

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

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

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

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

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

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

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

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

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

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

h. _____ **Private line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

i. _____ **Travel service**

_____ Method of access is 950
_____ Method of access is 800

j. _____ **900 service**

k. _____ **Operator services**

_____ Available to presubscribed customers

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

_____ Available to inmates

l. **Services included are:**

_____ Station assistance

_____ Person-to-person assistance

_____ Directory assistance

_____ Operator verify and interrupt

_____ Conference calling

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

See **Exhibit A**.

23. Submit the following:

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

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

C. Financial capability.

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

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

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

See **Exhibit D.**

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

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

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

See **Exhibit C.**

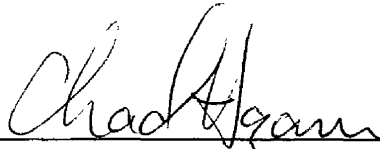
THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Chad Hazam
Print Name


Signature

President, Metro Teleconnect Companies, Inc.
Title

May 20, 2003
Date

717-564-0603
Telephone No.

717-564-9429
Fax No.

Address: 2150 Herr Street
Harrisburg, PA 17103

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

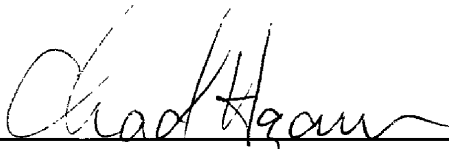
UTILITY OFFICIAL:

Chad Hazam
Print Name

President
Title

717-564-0603
Telephone No.

Address: 2150 Herr Street, Harrisburg, PA 17103


Signature

May 20, 2013
Date

717-564-9429
Fax No.

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

Chad Hazam
Print Name

President
Title

717-564-0603
Telephone No.

Chad Hazam
Signature

May 26, 2003
Date

717-564-9429
Fax No.

Address: _____
2150 Herr Street, Harrisburg, PA 17103

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

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

The Applicant is authorized to provide local exchange telecommunications services, pursuant to its authorization in Docket 021195-TX (March 21, 2003), but has not yet begun providing service


UTILITY OFFICIAL:

Chad Hazam
Print Name

President
Title

717-564-0603
Telephone No.

Address: 2150 Herr Street, Harrisburg, PA 17103


Signature

May 20, 2003
Date

717-564-9429
Fax No.

EXHIBIT A

Proposed Tariff

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE PAGE

OF

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES
PRICE LIST

OF

METRO TELECONNECT COMPANIES, INC.

2150 Herr Street
Harrisburg, Pennsylvania 17013
Toll-Free Telephone: (800) 695-6955

This Price List, filed with the Florida Public Service Commission,
contains rates, terms, and conditions applicable to
intrastate interexchange telecommunications services
provided within the State of Florida by
Metro Teleconnect Companies, Inc.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

	Sheet
TABLE OF CONTENTS.....	1
CHECK SHEET	2
EXPLANATION OF SYMBOLS AND ABBREVIATIONS.....	3
FORMAT.....	4
SECTION 1 - DEFINITIONS	5
SECTION 2 - RULES AND REGULATIONS	6
SECTION 3 - SERVICE DESCRIPTION	17
SECTION 4 - RATES AND CHARGES	19

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Price List that are currently in effect as of the date on the bottom of this sheet.

SHEET	NUMBER OF REVISION (except as indicated)
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

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS
AND ABBREVIATIONS

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

- D - To signify discontinued rate, administrative regulation, or text.
- I - To signify increase
- M - To signify a move.
- N - To signify new rate and/or new text.
- R - To signify reduction.
- T - To signify change in text.

The following abbreviation is used in this Price List.

LATA - Local Access and Transport Area

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List.
- B. Sheet Revision Numbering - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- 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).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - A Check Sheet will accompany each Price List filing made with the Florida Public Service Commission. The Check Sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The user should refer to the latest Check Sheet to find out if a particular sheet is the most current Price List sheet on file with the Florida Public Service Commission.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Price List are defined below.

Commission – Florida Public Service Commission, unless the context indicates otherwise.

Company - Metro Teleconnect Companies, Inc. (“Company”), unless the context indicates otherwise. The Company also may be referred to as the “Carrier.”

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Price List regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0 192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Price List - This Price List contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Company, unless the context indicates otherwise. The Price List also may be referred to as a “Price List.”

Service or Services - The services covered by this Price List shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Florida under the terms of this Price List. Service is available 24 hours a day, seven days a week. The Company reserves the sole right to determine the methods of access and the optimum routing for communications.

The Company is responsible under this Price List only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Price List is subject to availability on a continuing basis of all necessary equipment or facilities from other telecommunications providers to the Company for resale.

2.2 TERMS AND CONDITIONS

2.2.1 This Price List shall be interpreted and governed by the laws of the State of Florida.

2.2.2 Another telephone company must not interfere with the right of any person or entity to obtain service directly from Company.

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

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.2 TERMS AND CONDITIONS (continued)**2.2.4 Use of Service**

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

- A. The minimum period of service is one month (30 days), unless otherwise stated in this Price List.
- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

2.3 LIMITATIONS OF SERVICE

- 2.3.1 The Company offers service to all those who desire to purchase service from the Company consistent with all provisions of this Price List. Customers or subscribers interested in the Company's services shall file a service application with the Company which fully satisfies the Company and identifies the services required.
- 2.3.2 Service is offered subject to the availability on a continuing basis of all necessary facilities and/or equipment from other telecommunications providers to the Company for resale and subject to the provisions of this Price List. The Company reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.
- 2.3.3 Before the Company will furnish service to resellers and/or rebillers, it will require proof that the reseller or rebiller has been certificated by the Florida Public Service Commission to provide interexchange telecommunications service to the public. Resellers and rebillers are subject to and must comply with the provisions of this Price List.
- 2.3.4 The Company reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when Customer is using the service in violation of any provision in this Price List, the rules and regulations of the Commission, or the law.
- 2.3.5 Title to all facilities provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITIES OF THE COMPANY

- 2.4.1 The liability of the Company for any damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in any service, facility, or transmission provided under the Price List, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such mistake, omission, interruption, delay, error, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. The extension of such allowances for interruption shall be the sole remedy of Customer and the sole liability of the Company for any direct, indirect, incidental, special, consequential, special, exemplary or punitive damages, or for any lost profits, even if advised of the possibility of the same, as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Price List, and subject to the provisions of this Section, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.4 The Company shall not be liable for any claim of loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Price List, if caused by any person or entity other than the Company, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond the Company's control.
- 2.4.5 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with the Company's services.
- 2.4.6 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

Issue Date:

Effective Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITIES OF THE COMPANY (continued)

- 2.4.7 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.8 The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company's offers or for the acts or omissions of other common carriers or warehousemen.
- 2.4.9 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages or losses associated with service, channels, or equipment which it does not furnish, or for damages or losses which result from the operation of Customer-provided systems, equipment, facilities or services.
- 2.4.10 The Company shall not be liable for and shall be fully indemnified, held harmless, and defended by Customer or others authorized by it to use the Service against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Price List;
 - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Price List;
 - C. connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - D. any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Price List; or

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITIES OF THE COMPANY (continued)

2.4.10 (continued)

- E. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

2.4.11 Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.4.12 The Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of Customer. Customer shall be fully liable for all such usage charges.

2.4.13 No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

2.4.14 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS PRICE LIST, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 RESPONSIBILITY OF CUSTOMER

2.5.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by the Company, and complying with the Company's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results *from*:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.5.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 RESPONSIBILITY OF CUSTOMER (continued)

2.5.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.5.4 Payment and Charges for Service

- A. Carrier will bill Customer monthly for service. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. Charges based on actual usage during a month will be billed monthly in arrears.
- B. Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to Customer. To the extent the Company furnishes the Customer with an Authorization Code, the security of that Authorization Code is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.
- C. Customers may pay for service by credit card, an authorized payment agent, or check.
- D. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees. Interest charges (1.5% per month, or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance that is more than 30 days old.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 RESPONSIBILITY OF CUSTOMER (continued)

2.5.5 Deposits

The Company does not require or collect deposits from Customers.

2.5.6 Advance Payments

- A. When providing its prepaid long distance service, the Company collects an amount from Customer not to exceed one (1) month's estimated charges as advance payment for service.
- B. For customers for whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.5.7 Disputed Bills

Customer shall notify the Company of any disputed items on a bill within 30 days. The Company will make a prompt and reasonable investigation of each complaint including complaints regarding service requests or problems, whether made in writing, in person, or by telephone.

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies Customer of the disposition of the dispute.
- B. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission by contacting the Commission at:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 DISCONNECTION OF SERVICE BY THE COMPANY

Without incurring any liability, Company may under the following conditions disconnect, discontinue, or terminate Service to a Customer.

- 2.6.1 For nonpayment of bills.
- 2.6.2 For noncompliance with a state, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.6.3 For noncompliance with any of the provisions of this Price List governing Service.
- 2.6.4 For dangerous conditions.
- 2.6.5 For outstanding indebtedness.
- 2.6.6 In the event of unauthorized or fraudulent use of Service.
- 2.6.7 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer.
- 2.6.8 For refusal of access in order to perform tests and inspections necessary to insure compliance with Price List regulations or the proper installation, operation, and maintenance of Company's equipment and facilities.
- 2.6.9 For illegal use or theft of Service.

2.7 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to the Company's terminal.

2.8 RESTORATION OF SERVICE

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

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.9 TAXES AND SURCHARGES

Customer is responsible for payment of any sales, use, gross receipts, excise, or other local, state, or federal taxes or surcharges, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of the Company's services. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2.9.1 All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.
- 2.9.2 Taxes, charges, surcharges and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, surcharge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.
- 2.9.3 Rates and charges for the Company's prepaid services, as stated in the Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The Price Listed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.
- 2.9.4 The Company reserves the right to charge Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon the Company. Any surcharge or fee other than taxes will be filed for Commission approval.

2.10 TIMING OF CALLS

- 2.10.1 Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as a usage of the network. A call is terminated when the calling or called party hangs up.
- 2.10.2 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, the Company shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.
- 2.10.3 Unless otherwise specified in this Price List, the minimum call duration for billing purposes is six (6) seconds for a connected call. Calls beyond six (6) seconds are billed in six (6) second increments. Billing will be rounded to the nearest .0000 for each call.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.11 CALCULATION OF DISTANCE

To the extent Company offers mileage-sensitive services, usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

Formula: $\sqrt{(V1 - V2)^2 + (H1 - H2)^2}$

2.12 MINIMUM CALL COMPLETION

Pursuant to Rule 25-24.485(3)(g)(6)(C), the minimum call completion rate that a subscriber can expect to encounter during the Carrier's busy hour shall not be less than 90 percent. This percentage is computed by dividing the number of calls completed by the number of calls attempted.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - SERVICE DESCRIPTION

3.1 PREPAID LONG DISTANCE SERVICE

3.1.1 Description

Prepaid Long Distance Service provides a residential Customer with 600 minutes of direct-dialed outbound interexchange calling within the 48 contiguous United States for a single monthly fee.

3.1.2 Regulations

- A. Service may used only for residential voice communications originated and terminated within the 48 contiguous United States. Customer is responsible for ensuring that Customer and any individual whom Customer has authorized to use the Service (an "Authorized User") use the Service in compliance with the provisions described in this Price List and any applicable Customer Service Agreement.
- B. Service may not be used for "non-residential voice use," including any use of the Service in conjunction with the running, operation or maintenance of a business, including but not limited to a home-based business or permanent Internet connection, and regardless of whether the business is operated for profit.
- C. Resale of Service is not permitted.
- D. Customers must place all telephone calls from the residence telephone number provided when the Customer applied for Service. To the extent a password or access code is required for use of the Service by Customer or Authorized User, Customer is responsible for maintaining the confidentiality of any such password or access code.
- E. The Service will be made available on a best-efforts basis, but Company makes no guarantees or warranties, express or implied, as to the availability or quality of the Service itself or any specific feature of the Service. To the extent the Company's underlying carrier relies in whole or in part on an Internet Protocol ("IP") network, Customer may experience service problems or interruptions, including but not limited to delay or "lay" in calls, reduced sound quality, dropped telephone calls, or an inability to access the network during times of peak usage.
- F. The Company reserves the right to monitor Customer's account for unauthorized or fraudulent use of the Service and may terminate the Customer's Service immediately if the Company determines, in its sole discretion, that the Customer has engaged in unauthorized or fraudulent use of the Service, including but not limited to non-residential use or use in excess of the allotted minutes. The Company reserves the right to decline or refuse service to any potential Customer for any reason, including prior nonpayment of amounts owed to the Company, subject to applicable law.

Issue Date:

Effective Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3.2 DIRECTORY ASSISTANCE SERVICE

Directory Assistance Service is available for domestic calling only to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to the Company. Up to two requests for numbers may be made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Pursuant to Section 25-4.115(3)(a), Florida Statutes, there will be no charge for the first 50 directory assistance calls made per billing cycle for a line or trunk serving individuals with disabilities. Directory Assistance Service is provided only where facilities and billing capabilities permit.

3.3 HEARING AND SPEECH IMPAIRED PERSONS

To the extent Carrier offers long distance service rates that differ based on time-of-day, intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls, in compliance with Section 25-4.079(4), Florida Statutes.

3.4 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

3.5 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier.

3.6 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Price List, rates and charges may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATE AND CHARGES

4.1 SERVICE OFFERINGS

4.1.1 Prepaid Long Distance Service

Monthly Rate \$25.00

4.1.2 Directory Assistance

Per-call rate \$ 1.99

4.2 MISCELLANEOUS CHARGES

4.2.1 Return Check Charge

In compliance with Chapter 832, Fl. Stat., the Company will bill the Customer the following one-time charges if the Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution:

- A. When the face value of the check is \$50.00 or less: \$25.00
- B. When the face value of the check is between \$50.00 and \$300.00: \$30.00
- C. When the face value of the check exceeds \$300.00: \$40.00 or five (5) percent of the face amount of the check, whichever is greater.

1332821

Issue Date:

Chad Hazam, President
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Effective Date:

EXHIBIT B

Managerial Qualifications and Technical Competence

Metro Teleconnect Companies, Inc. possesses the requisite operational, managerial, and technical ability to provide the proposed services in Florida. Key management and technical personnel of Applicant include:

■ **Chad Hazam – President**, has significant experience in the telecommunications business. He founded Metro Teleconnect (formerly Cellular Rentals, Inc.), which was the first cellular reseller to interface directly with a cellular switch. In 1995, the Company incorporated debit software into its switch, which allows it to provide service to all customers without the need for deposits or long-term contracts. Through Metro Teleconnect, Mr. Hazam has had close dealings with carriers such as Verizon (formerly Bell Atlantic) and 360 Degrees (formerly Sprint Cellular), to implement the unique prepaid cellular concept. In 1997, Metro Teleconnect began reselling local telecommunications services in Pennsylvania and has since expanded Company operations into over 25 states. Mr. Hazam, who is involved in all phases of the Company's operations, is a graduate of the University of Pennsylvania, where he studied business and economics at the Wharton School. Mr. Hazam also obtained a law degree from George Washington Law School, graduating with honors.

■ **Karis Lewellen-Hazam – Vice President**, is the co-founder and Vice-President of Metro Teleconnect. Ms. Hazam, who oversees the operations of Metro Teleconnect, is involved in marketing, customer care and carrier relations. Ms. Hazam graduated from Houghton College with a Bachelor of Arts in Chemistry and a Math minor. Ms. Hazam attended business school in Rochester, New York, where she was certified in computer programming.

Jerry Bankes – Chief Financial Officer, graduated from Penn State University in 1991 with a Bachelor's degree in professional accounting. After graduating, Mr. Bankes accepted a position as Controller of a start-up franchise called "Pretzel Time" that made hand-rolled soft pretzels. Within three years, the company grew from one store in Connecticut to over 126 stores in 26 states. The company received national attention from "Entrepreneur Magazine" and was ranked one of the top 20 fastest growing franchises in the country. During this period of rapid expansion, Mr. Bankes played a primary role in managing the company's finances and legal responsibilities. Subsequently, Mr. Bankes acquired four "Pretzel Time" stores and began his own franchised business. He employed forty employees and managed the operations as well as the financial aspects of the business. After three successful years, Mr. Bankes sold his business. In 1996, Mr. Bankes accepted the position of Controller with a rent-to-own business owned by Mr. Hazam. During his tenure, Mr. Bankes implemented a fully integrated accounting system and compiled financial statements and cash flow statements for 21 stores. In May of 1997, Family Rentals was sold to Renters Choice, a national public company. The following month, Mr. Bankes accepted a position as Controller for Metro Teleconnect.

EXHIBIT C

**Financial Qualifications
CONFIDENTIAL – FILED UNDER SEAL**

Metro Teleconnect Companies, Inc., the Applicant herein, has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. In support of its financial qualifications, Applicant hereby submits its financial statements demonstrating that Applicant is financially qualified and capable of fulfilling any obligations that it may undertake with respect to the services proposed in this Application. These documents contain confidential and proprietary information and are not generally available to the public. Applicant therefore is submitting this information in a separate sealed envelope, marked “Confidential,” and respectfully requests that it be given confidential and proprietary treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

Applicant provides services on a resale basis and, thus, does not make significant capital expenditures.

For these reasons, Applicant is financially capable to provide and maintain interexchange services in the State of Florida, and to meet its lease and ownership obligations.

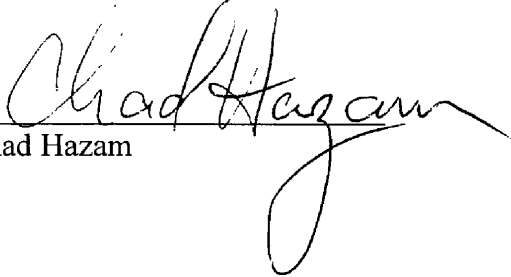
EXHIBIT D

Verifications of Financial Statements

VERIFICATION OF FINANCIAL STATEMENTS

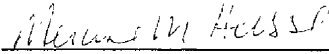
State of Pennsylvania)
) ss.
County of Dauphin)

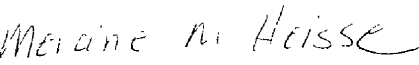
I, Chad Hazam, being duly sworn according to law, depose and say that I am the President of Metro Teleconnect Companies, Inc.; that I am authorized to and do make this Verification; and that the information in the above financial statements are true and correct to the best of my knowledge, information and belief.


Chad Hazam

Taken, sworn to and subscribed before me the undersigned Notary Public on this, the 26 day of May, 2003.

Notarial Seal
Mercine M. Heisse, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires May 1, 2006
Member, Pennsylvania Association of Notaries


Notary Public

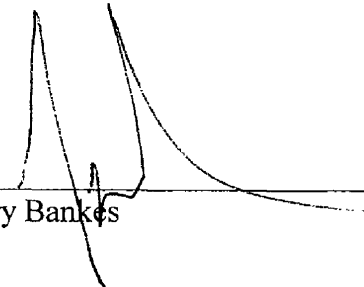

Print or type name

My Commission expires on the 1 day of May, 2006.

VERIFICATION OF FINANCIAL STATEMENTS

State of Pennsylvania)
) ss.
County of Dauphin)

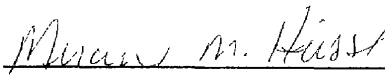
I, Jerry Bankes, being duly sworn according to law, depose and say that I am the Chief Financial Officer of Metro Teleconnect Companies, Inc.; that I am authorized to and do make this Verification; and that the information in the above financial statements are true and correct to the best of my knowledge, information and belief.


Jerry Bankes

Taken, sworn to and subscribed before me the undersigned Notary Public on this, the

20 day of May, 2003.

Notarial Seal
Mercine M. Heisse, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires May 1, 2006
Member, Pennsylvania Association of Notaries


Notary Public

Mercine M Heisse
Print or type name

My Commission expires on the 1 day of May, 2006.