

ORIGINAL

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A LIMITED LIABILITY PARTNERSHIP

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December 2, 2003

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COMMISSION  
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VIA UPS

Ms. Blanca S. Bayó, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Application of Hotline, Inc. d/b/a Hotline Telephone Service, Inc. for  
Authority to Provide Alternative Local Exchange Service, and **031089-TX**  
Registration Form for Provision of Resold Interexchange Service **031090-TI**

Dear Ms. Bayó:

Enclosed for filing with the Florida Public Service Commission please find an original and six (6) copies of Hotline, Inc. d/b/a Hotline Telephone Service, Inc.'s ("Hotline's") Application for Authority to Provide Alternative Local Exchange Service, as well as one (1) copy of Hotline's IXC Registration Form. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please note that Hotline's financial statements are being submitted under seal on the grounds that they contain strictly confidential and proprietary information, and are not to be made part of the public record.

Enclosed please find a duplicate copy of these filings and a self addressed, postage paid envelope. Please date stamp the duplicates and return them in the envelope provided.

DISTRIBUTION CENTER

2003 DEC - 3 AM 10: 03

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

Initials of person who forwarded check:

Lm

Ms. Blanca S. Bayo, Commission Clerk  
December 2, 2003  
Page Two

Thank you for your assistance. Please do not hesitate to call me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tamara E Connor', with a stylized flourish extending to the right.

Tamara E Connor

Enclosures

APPLICATION

031089-7X

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

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:

Hotline, Inc. d/b/a Hotline Telephone Service, Inc.

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

Hotline Telephone Service, Inc.

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

786 Broad Street  
Newark, New Jersey 07102

*Original Tariff forwarded to CUP*

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

Not applicable

6. Structure of organization:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other                          |  |

7. If individual, provide:

Name:

Title:

Address:

City/State/Zip:

Telephone No.: \_\_\_\_\_ Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

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

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

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

Document Number F03000005778. See *Exhibit D*.

**10. 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:

Document Number F03000005778. See *Exhibit D*.

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

(a) The Florida Secretary of State registration number:

**12. 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:

**13. 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:

**14. Provide F.E.I. Number(if applicable): 010795153-000**

**15. 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. Provide explanation.

**No.**

(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.**

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

(a) The application:

Name: Tamara E. Connor

Title: Counsel

Address: Kelley Drye & Warren, LLP

8000 Towers Crescent Drive, Suite 1200

City/State/Zip: Vienna, VA 22182

Telephone No.: 703-918-2311

Fax No.: 703-918-2450

Internet E-Mail Address: tconnor@kelleydrye.com

Internet Website Address: -----

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

Name: Mitchell Zafrani  
Title: Vice President  
Address: 786 Broad Street  
City/State/Zip: Newark, New Jersey 07102  
Telephone No.: 973-642-2754 Fax No.: 973-642-2509  
Internet E-Mail Address: mitch679@aol.com  
Internet Website Address: -----

(c) Complaints/Inquiries from customers:

Name: Same contact as above (Mitchell Zafrani)  
Title:  
Address:  
City/State/Zip:  
Telephone No.:  
Internet E-Mail Address:

**17. List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

**None at this time.**

(b) has applications pending to be certificated as an alternative local exchange company.

**None at this time.**

(c) is certificated to operate as an alternative local exchange company.

**New Jersey**

(d) has been denied authority to operate as an alternative local exchange 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.

**None**

**18. 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.

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.

**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.** Please note that Hotline, Inc., has not yet begun to operate in any state, and therefore shows no activity on its financial statements at this time.

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

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

**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 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:**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Telephone No.**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Mitchell Zerkov

**Signature**

11/6/03

**Date**

973 642 2509

**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 alternative local exchange company 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.

I further declare that, pursuant to Chapter 807.06, Florida Statutes, I understand that any person who, in the performance of the official duty shall be guilty of a crime shall be held liable for the same as if the person were a private citizen.

**UTILITY OFFICIAL:**

Mitchell Zafrani

**Print Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Telephone No.**

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Signature**

11/6/03

**Date**

\_\_\_\_\_

**Fax No.**

**INTRASTATE NETWORK (if available)**

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

Hotline currently does not own or lease a POP in Florida.

1) \_\_\_\_\_ 2)

\_\_\_\_\_

3) \_\_\_\_\_ 4)

\_\_\_\_\_

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

Hotline currently does not own or lease a switch in Florida.

1) \_\_\_\_\_ 2)

\_\_\_\_\_

3) \_\_\_\_\_ 4)

\_\_\_\_\_

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

Hotline currently has no transmission facilities in Florida at this time.

POP-to-POP

OWNERSHIP

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

# **EXHIBIT A**

## **Proposed Local Exchange Services Tariff**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**  
**OF**  
**Hotline, Inc. d/b/a Hotline Telephone Service, Inc.**

786 Broad Street  
Newark, New Jersey 07102

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Price List contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Hotline, Inc. d/b/a Hotline Telephone Service, Inc. within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 786 Broad Street, Newark, New Jersey 07102.

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Issued: December 3, 2003

Issued By:

Mitchell Zafrani, Vice President  
Hotline, Inc. d/b/a Hotline Telephone Service, Inc.  
786 Broad Street  
Newark, NJ 07102

Effective Date: \_\_\_\_\_

**CHECK SHEET**

Sheets 1 through 55 inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original	53	Original
24	Original	54	Original
25	Original	55	Original
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

Issued: December 3, 2003

Effective Date: \_\_\_\_\_

Issued By:

Mitchell Zafrani, Vice President  
Hotline, Inc. d/b/a Hotline Telephone Service, Inc.  
786 Broad Street  
Newark, NJ 07102

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Newark, NJ 07102

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Newark, NJ 07102

**EXPLANATION OF SYMBOLS**

- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (M) To signify that item has been **moved** from another location in the price list
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

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Newark, NJ 07102

Effective Date: \_\_\_\_\_

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**PRICE LIST FORMAT**

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(I).
  - 2.1.1.A.1.(a).I.(I).(1).
- D. **Check Sheets** – When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new 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 price list user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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**APPLICATION OF PRICE LIST**

This Price List contains the rates applicable to the provision of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Florida.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Agency**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Alternate Routing ("AR")**

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (*See* definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

**Authorized User**

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Automatic Location Identification ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**Automatic Number Identification ("ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Business Service:**

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

**Called Station**

The terminating point of a call (i.e., the called number).

**Calling Card**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Central Office**

An operating office of the Company where connections are made between telephone exchange lines.

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---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Central Office Line**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**Change**

Includes the rearrangement or reclassification of existing service at the same location.

**Channel**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**Channel Conversion**

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

**Channel Service Unit ("CSU")**

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

**Commission**

Florida Public Service Commission

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Communications Systems**

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

**Company:**

Hotline, Inc.

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with price list regulation.

**Customer Premises Equipment (“CPE”)**

Equipment provided by the Customer for use with the Company’s services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

**Dedicated Access**

Non-switched access between a Customer’s premises and the point of presence of the Company’s underlying carrier.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Default Routing (“DR”)**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**Demarcation Point**

The physical dividing point between the Company’s network and the Customer.

**Digital**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Direct Inward Dial (“DID”)**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**Direct Outward Dial (“DOD”)**

A service attribute that allows individual station users to access and dial outside numbers directly.

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---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Disconnect or Disconnection**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Dual Tone Multi-Frequency ("DTMF")**

The pulse type employed by tone dial station sets (touch tone).

**Emergency Service Number ("ESN")**

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

**E911 Customer**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**E911 Service Area**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**Error**

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

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---

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Exchange**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**Exchange Access Line**

A central office line furnished for direct or indirect access to the exchange system.

**Exchange Service**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**Final Account**

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**Flat Rate Service**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**Ground Start**

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

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Issued: December 3, 2003

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Issued By:

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Handicapped Person**

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 No. 126 dated June 30, 1970).

**Legally Blind** – a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

**Visually Handicapped** – a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

**Physically Handicapped** – a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

**Holidays:**

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

**Hunting:**

Routes a call to an idle station line in a prearranged group when the called station is busy.

**Incoming Service Group**

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**ISDN**

ISDN provides integrated voice and/or data communications capability for transmission of voice and/or data and packet switched data signals on an incoming and outgoing basis over a single line.

**Interface**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**Interoffice Mileage**

The segment of a line which extends between the central offices serving the originating and terminating points.

**Interruption**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**Kbps**

Kilobits per second, denotes thousands of bits per second.

**LATA**

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

**Leased Channel**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Link**

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**Local Call**

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

**Local Calling Area**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

**Local Service**

Telephone exchange service within a local calling area.

**Loop Start**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**Loops**

Segments of a line which extend from the serving central office to the originating and to the terminating point.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency (“MF”)

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Node**

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

**PBX**

A private branch exchange.

**Port**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

**Premises**

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Private Branch Exchange Service**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**Public Safety Answering Point (“PSAP”)**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Rate Center**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**Referral Periods**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**Resale of Service**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without “adding value”) for profit.

**Same Premises**

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**Selective Routing (“SR”)**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**Serving Central Office**

The central office from which local service is furnished.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Sharing**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

**Station**

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**Subscriber**

See “Customer” definition.

**Suspension**

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber’s request is interruption of both incoming and outgoing service.

**Toll Call**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**Two Way**

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 UNDERTAKING OF COMPANY**

- 2.1.1 Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2 Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

**2.2 LIMITATIONS**

- 2.2.1 Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.2 LIMITATIONS, Continued**

- 2.2.4 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 of service.
- 2.2.5 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6 The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness is satisfied.

**2.3 USE**

- 2.3.1 Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2 Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3 The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.3 USE, Continued**

- 2.3.5 Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6 Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7 Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.
- 2.3.9 The Company provides its facilities-based services via the Unbundled Network Element Platform (UNE-P). Accordingly, the quality of service, including service installation, repair and grade of service, provided to the Company's end users will be equal to that received from the Company's underlying carrier.

**2.4 LIABILITIES OF THE COMPANY**

- 2.4.1 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4 LIABILITIES OF THE COMPANY, Continued**

- 2.4.2 Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3 Company shall be indemnified and held harmless by the Customer against:
- 2.4.3.A Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - 2.4.3.B Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - 2.4.3.C All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4 Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5 Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4 LIABILITIES OF THE COMPANY, Continued**

- 2.4.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8 The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4 LIABILITIES OF THE COMPANY, Continued**

2.4.10 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.

2.4.11 With respect to Emergency Number 911 Service:

2.4.11.A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.4.11.B Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.4.11.C Access to 911 will be maintained during temporary disconnection for nonpayment of a residential subscriber's local service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4 LIABILITIES OF THE COMPANY, Continued**

- 2.4.12 In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.13 The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.14 As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.15 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.4.16 The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5 EQUIPMENT AND FACILITIES**

2.5.1 The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:

2.5.1.A the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2.5.1.B the reception of signals by Customer-provided equipment; or

2.5.1.C network control signaling when performed by Customer-provided network control signaling equipment.

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

**2.6 CUSTOMER RESPONSIBILITIES**

2.6.1 The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2 The Customer is responsible for compliance with applicable regulations set forth in this Price List.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.6 CUSTOMER RESPONSIBILITIES, Continued**

2.6.3 The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

**2.7 INTERRUPTION OF SERVICE**

2.7.1 Credit allowance for interruptions of service which are not due to Company’s testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer’s control.

2.7.2 For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7.3 The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A – outage time in hours

B – total monthly charge for affected utility

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.8 RESTORATION OF SERVICE**

- 2.8.1 The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2 When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.9 MINIMUM SERVICE PERIOD**

- 2.9.1 The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2 If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3 If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.10 ACCESS TO CUSTOMER’S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company’s facilities.

**2.11 PAYMENTS AND BILLING**

2.11.1 Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days’ notice.

2.11.2 The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

2.11.3 Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.11 PAYMENTS AND BILLING, Continued**

2.11.4 Billing disputes should be addressed to Company’s Customer service organization via a toll-free telephone number. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

2.11.5 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

2.11.5.A First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.11.5.B Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission’s Division of Consumer Affairs for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.12 CANCELLATION BY CUSTOMER**

- 2.12.1 Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.12.2 Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3 Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - 2.12.3.A The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - 2.12.3.B Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - 2.12.3.C If based on an order for service and construction has either begun or has been completed, but no service provided.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.13 CANCELLATION BY COMPANY**

- 2.13.1 Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
- 2.13.1.A In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - 2.13.1.B By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - 2.13.1.C If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - 2.13.1.D For unlawful use of the service or use of the service for unlawful purposes; or
  - 2.13.1.E If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.13.2 Company may discontinue service according to the following conditions upon ten (10) days' written notice:
- 2.13.2.A For violation of Company's filed price lists and/or tariffs; or
  - 2.13.2.B For the non-payment of any proper charge as provided by Company's Price List; or
  - 2.13.2.C For Customer's breach of the contract for service between the Company and Customer; or
  - 2.13.2.D When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.13 CANCELLATION BY COMPANY, Continued**

2.13.3 Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

2.13.3.A The use of facilities or service of the Company without payment of price list charges;

2.13.3.B Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;

2.13.3.C The use of profane or obscene language;

2.13.3.D The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

2.13.4 The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.13.5 The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.14 ADVANCED PAYMENTS AND DEPOSITS**

The Company may require an advanced payment or deposit from the Customer, contingent upon Customer credit history.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.15 INTERCONNECTION**

- 2.15.1 The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs or price lists. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.16 FULL FORCE AND EFFECT**

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

**2.17 CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

**2.18 TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

**2.19 UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida PSC to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

**3.1 LOCAL EXCHANGE SERVICES**

Where technically and economically feasible, the Company offers local exchange telecommunications services to residential and business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

**3.1.1 Basic Local Exchange Service**

Hotline offers Basic Local Exchange Service alone or as part of a bundle or package of telecommunications services. All packages include basic local exchange service and selected custom calling features. Basic Local Exchange Service provides the Customer with a single, analog, voice-grade telecommunications channel which can be used to place or receive one call at a time. Basic Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service may be available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

**3.1.1.A Local Residential Line Service**

Local Residential Line Service provides Residential Customers with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area. Service may be provided in conjunction with other services and products included in this Section.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.1 LOCAL EXCHANGE SERVICES, Continued**

3.1.1 Basic Local Exchange Service, Continued

3.1.1.B Reserved for Future Use

3.1.2 Local Residential Line Service Bundles

3.1.2.A Unlimited Local Package

The Unlimited Local Package is a Residential service package which provides Customers the flexibility and freedom of unlimited local calling, four (4) free local directory assistance calls and a choice of up to three (3) custom calling features.

3.1.2.B Unlimited Nationwide Package\*

The Unlimited Nationwide Package is an optional Residential service package which provides Customers with a combination of offerings for one flat monthly rate. This package offers the flexibility and freedom of unlimited local and nationwide calling, four (4) free local directory assistance calls, and a choice of five (5) custom calling features.

3.1.2.C Unlimited Nationwide Deluxe Package\*

The Unlimited Nationwide Deluxe Package is an optional Residential service package which provides Customers with a combination of offerings for one flat monthly rate. This package offers the flexibility and freedom of unlimited local and nationwide calling, four (4) free local directory assistance calls, and a choice of fifteen (15) custom calling features.

\* Interstate telephone service is not regulated by the Florida Public Service Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.2 CUSTOM CALLING FEATURES**

- 3.2.1 Anonymous Call Rejection: Allows a called party to block the display of their number and name on outgoing Calls on a per-Call basis for a fee.
- 3.2.2 Automatic Busy Redial: Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.
- 3.2.3 Automatic Call Return/\*69: Enables a Customer to automatically return the last incoming Call. To return the call, the Customer dials a feature Code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.
- 3.2.4 Busy Number Re-dial: This feature automatically redials another party's phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.
- 3.2.5 Call Gate: Blocks unauthorized outgoing calls.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.2 CUSTOM CALLING FEATURES, Continued**

- 3.2.6 Caller ID: Allows the number of the calling party to be passed from the telephone company to your telephone between the first and second ring signaling an incoming telephone call.
- 3.2.7 Caller ID Intercept: An optional enhancement feature to Caller ID With Name. Provides Customers with Caller ID With Name with informed choices about accepting or rejecting unidentified calls by requiring identification of calling parties to verbally identify themselves as a condition of call connection.
- 3.2.8 Caller ID with Name: This feature provides the originating telephone number and also the name associated with the line. The information is displayed on a Customer provided display device attached to the Customer's telephone line.
- 3.2.9 Call Forwarding: Permits the Customer to forward calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and attendant. This feature may also include the ability to activate from a remote location.
- 3.2.10 Call Forwarding Busy: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the End-User's service order.
- 3.2.11 Call Forwarding No Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after end user designated number of rings. The number of rings and the forwarded number are fixed by the Customer service order.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.2 CUSTOM CALLING FEATURES, Continued**

- 3.2.12 Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a per-use basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company. The customer using Call Trace is required to contact the Company for further action and will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.
- 3.2.13 Call Transfer: Allows the User to transfer a Call to another station within the Customer Group or to an outside telephone number.
- 3.2.14 Call Waiting: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established. Feature may be used in conjunction with Caller ID (Caller ID Intercept).
- 3.2.15 Cancel Call Waiting: Allows the User, on a per-Call basis, to cancel the Call Waiting function by dialing \*70 before making a call.
- 3.2.16 Class Caller ID/Unidentified Caller Block: A service that block calls from callers who have prevented their name and telephone number from being displayed on a Caller ID display device. A recording instructs callers how to unblock their call.
- 3.2.17 Distinctive Ring: This feature allows a Customer to have up to three separate telephone numbers which consist of the main telephone number and two additional telephone numbers, associated with one exchange access line. Each telephone number will have a distinctive ring on incoming calls to allow the Customer to identify the incoming call line. If the Customer also subscribes to Call Waiting, a Call Waiting tone is provided for each additional telephone number. All telephone lines must be served by the same Central Office.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.2 CUSTOM CALLING FEATURES, Continued**

- 3.2.18 Last Number Redial/\*69: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not.
- 3.2.19 Make Busy: Enables an end user to make busy one or more incoming lines through the operation of a button at the end user's location.
- 3.2.20 Missed Call Dialing: Allows the Customer to return a call to the last incoming call whether the Customer answered the call or not. Upon activation, Missed Call Dialing will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.
- 3.2.21 Repeat Dialing: Automatically redials the last outgoing telephone number dialed by the Customer.
- 3.2.22 Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a code rather than complete telephone numbers. The feature is available as a thirty code list. The code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials a code plus the telephone number.
- 3.2.23 Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- 3.2.24 Voice Dialing: Enables customers to place calls by voice commands. This service allows a customer to store up to 50 names/destinations in a personal directory.
- 3.2.25 Voice Mail: Provides an audio mailbox to record, store, retrieve, review, save and handle audio messages for Customers. The service will greet incoming customers with a personal or standard greeting, and provide audio prompts and personal security codes for Customers and Users of Service.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.3 OPERATOR SERVICES**

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company does not currently provide access to Operator Services.

**3.4 911 EMERGENCY SERVICES**

Emergency Telephone Services allow Customers to reach appropriate emergency services, including: police, fire, and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 call.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.5 MISCELLANEOUS LOCAL FEATURES**

**3.5.1 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers not subscribing to any of the bundled service packages are provided with a maximum of four (4) free Directory Assistance calls per month, with a maximum of two (2) listings per Call.

**3.5.2 Directory Assistance Call Completion**

Directory Assistance Call Completion Service (“DACC”) provides the Customer with the ability to use a Directory Assistance operator to provide listing information and to automatically dial the number requested. DACC charges are in addition to applicable Directory Assistance charges.

Customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group, or agency are exempt from charges for Directory Assistance calls when requesting telephone numbers of lines located within the Company’s local calling area for the originating line. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the individual from their line, or in the case of a business employing disabled person(s), from the line assigned to that individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal.

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

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.5 MISCELLANEOUS LOCAL FEATURES, Continued**

3.5.3 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by BellSouth at no additional charge. Directory listings are provided in connection with each Customer service as specified herein. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired by doing so. The Customer may choose from either a regular directory listing or a non-published listing for an additional monthly charge.

3.5.4 Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange Carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains within the existing rate center after the switch. Where applicable, the Company will assess on End User Customers a monthly fee or fees to recover the Company's costs of porting the Customer's number/s from its existing Carrier to the Company.

3.5.5 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty (50) percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to sixty (60) percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.6 MAINTENANCE AND INSTALLATION**

3.6.1 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving trouble reported by the Customer. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.6.2 Telephone Maintenance Plan

Provides the Customer with protection and full coverage at no additional charge in the event of damage to the Customer's inside wiring or Company-provided customer premises equipment.

3.6.3 Service/Installation Ordering Charge

This charge applies to receiving, recording and processing Customer requests for work to be done in connection with the same service at the same time at one or more locations of that service. This charge applies when the Customer requests a new connection or additional lines.

3.6.4 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply. The Company reserves the right to refuse installations that, in the Company's sole opinion, represent an unreasonable risk to Company personnel or property.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.7 MISCELLANEOUS SERVICES**

3.7.1 Order Change

An order change is an address change or other change in the Customer's service requested subsequent to installation.

3.7.2 Reconnection

Reconnection charges occur where service to an existing Customer has been disconnected for proper cause, and the Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Customer will be charged a fee to defray the cost of providing service.

3.7.3 Missed Appointment Charge

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply. Customers may not cancel or change installation dates or times with less than 48 hours notice to the Company unless otherwise agreed to by the Company.

3.7.4 IntraLATA Toll Presubscription

IntraLATA Toll Presubscription is a procedure whereby a Customer designates to the Company the Carrier that the Customer wishes to use as its primary interexchange carrier ("PIC") for intraLATA toll calls. Such calls are automatically designated to the intraLATA PIC, without the need to use carrier access codes or additional dialing to direct the Call to the designated Carrier. IntraLATA Toll Presubscription does not prevent a Customer who has presubscribed to an IntraLATA toll Carrier from using carrier access codes or additional dialing to direct Calls to an alternative intraLATA toll Carrier on a per Call basis. All new Customer' initial requests for intraLATA toll service presubscription will be provided free of charge.

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**SECTION 3 - DESCRIPTION OF SERVICES, Continued**

**3.7 MISCELLANEOUS SERVICES, Continued**

**3.7.5 Bad Check Charge**

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or other financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

**3.7.6 Late Payment Fee**

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears.

**3.7.7 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 Commission rules or regulations.

**3.7.8 Individual Case Basis ("ICB") Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer prospective Customer to develop a competitive bid for a Service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**3.7.9 Discounts**

For purposes of packaging services, the Company offers discounts from the rates set forth in this Price List on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this Price List.

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**SECTION 4 - RATES AND CHARGES****4.1 LOCAL EXCHANGE SERVICE OFFERINGS**

4.1.1 Local Residential Line Service - monthly recurring charge:

4.1.1.A Unlimited Local Calling \$29.95

4.1.2 Local Residential Line Service Bundles – monthly recurring charge:

4.1.2.A Unlimited Local Package \$39.95

4.1.2.B Unlimited Nationwide Package \$49.95

4.1.2.C Unlimited Nationwide Deluxe Package \$69.95

**4.2 CUSTOM CALLING FEATURES**

	<u>Non- Recurring</u>	<u>Monthly Recurring</u>	<u>Charge per Use</u>
4.2.1 Anonymous Call Rejection	\$ 4.00	\$ 5.00	N/A
4.2.2 Automatic Busy Redial	\$ 4.00	\$ 5.00	\$ 1.00
4.2.3 Automatic Call Return/*69	\$ 4.00	\$ 5.00	\$ 1.00
4.2.4 Busy Number Redial	\$ 4.00	\$ 5.00	\$ 1.00
4.2.5 Call Gate	\$ 4.00	\$ 5.00	N/A
4.2.6 Caller ID	\$ 4.00	\$ 5.00	N/A
4.2.7 Caller ID Intercept	\$ 4.00	\$ 5.00	N/A
4.2.8 Caller ID with Name	\$ 4.00	\$ 5.00	N/A
4.2.9 Call Forwarding	\$ 4.00	\$ 5.00	N/A
4.2.10 Call Forwarding Busy	\$ 4.00	\$ 5.00	N/A
4.2.11 Call Forwarding No Answer	\$ 4.00	\$ 5.00	N/A
4.2.12 Call Trace	N/A	N/A	\$ 1.00

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Hotline, Inc. d/b/a Hotline Telephone Service, Inc.  
786 Broad Street  
Newark, NJ 07102

## SECTION 4 – RATES AND CHARGES, Continued

## 4.2 CUSTOM CALLING FEATURES, Continued

	<u>Non- Recurring</u>	<u>Monthly Recurring</u>	<u>Charge per Use</u>
4.2.13 Call Transfer	\$ 4.00	\$ 5.00	N/A
4.2.14 Call Waiting	\$ 4.00	\$ 5.00	N/A
4.2.15 Cancel Call Waiting	\$ 4.00	\$ 5.00	N/A
4.2.16 Class Caller ID/Unid. Caller Block	\$ 4.00	\$ 5.00	N/A
4.2.17 Distinctive Ring	\$ 4.00	\$ 5.00	N/A
4.2.18 Last Number Redial/*69	\$ 4.00	\$ 5.00	\$ 1.00
4.2.19 Make Busy	\$ 4.00	\$ 5.00	N/A
4.2.20 Missed Call Dialing	\$ 4.00	\$ 5.00	N/A
4.2.21 Repeat Dialing	\$ 4.00	\$ 5.00	N/A
4.2.22 Speed Calling – 30 Code	\$ 4.00	\$ 5.00	N/A
4.2.23 Three-Way Calling	\$ 4.00	\$ 5.00	N/A
4.2.24 Voice Dialing	\$ 4.00	\$ 5.00	N/A
4.2.25 Voice Mail	\$ 4.00	\$10.00	N/A

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**SECTION 4 – RATES AND CHARGES, Continued**

**4.3 911 EMERGENCY SERVICES**

Customers may be assessed a recurring monthly line item fee to compensate the County 911 Public Safety Board for the provision of 911 services. This fee may vary, depending on the vicinity in which the Customer is located. Where applicable, the Company will remit this fee to the appropriate 911 authority.

**4.4 MISCELLANEOUS LOCAL FEATURES**

4.4.1 Reserved for Future Use.

4.4.2 Directory Assistance

The Company will provide each Customer with four (4) free Directory Assistance Calls per month. After the Customer has used the initial four (4) free Calls, the Customer will be billed \$0.25 per Call.

4.4.3 Directory Assistance Call Completion

Per Call: \$ 0.30

4.4.4 Directory Listings

The Company will provide one free regular directory listing for each Customer. The Company will charge \$ 2.00 per month for an unlisted number, and a non-recurring charge of \$10.00 to process a change to an existing directory listing.

4.4.5 Local Number Portability

In addition to other taxes and surcharges applicable to local service, the following charges will be billed to Residential and Business Customers' monthly bills as a local number portability surcharge:

Per line, per month: \$ 0.35

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**SECTION 4 – RATES AND CHARGES, Continued**

**4.5 MAINTENANCE AND INSTALLATION CHARGES**

4.5.1 Maintenance Visit Charges

\$40.00 for the first hour or fraction  
\$20.00 each additional half hour or fraction

4.5.2 Telephone Maintenance Plan

\$ 4.00 monthly recurring charge

4.5.3 Service/Installation Ordering Charge

\$20.00 per line with free activation

4.5.4 Non-Routine Installation

All non-routine installations will be performed and billed on an Individual Case Basis (“ICB”).

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SECTION 4 – RATES AND CHARGES, Continued

4.6 MISCELLANEOUS SERVICES CHARGES

4.6.1	Order or Address Change	
	Per change:	\$42.00
4.6.2	Reconnection	
	Per reconnection:	\$20.00
4.6.3	Missed Appointment Charge	
	Per missed appointment:	\$10.00
4.6.4	PIC Change Charge	
	Per change:	\$ 5.00 (after initial free selection)
4.6.5	Bad Check Charge	
	Per returned check:	\$25.00
4.6.6	Late Payment Fee	1.5% (of outstanding balance)

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Newark, NJ 07102

Effective Date: \_\_\_\_\_

# **EXHIBIT B**

## **Statement of Managerial and Technical Capability**

Hotline, Inc. d/b/a Hotline Telephone Service, Inc. (“Hotline”) is managerially qualified to provide local exchange telecommunications services in Florida. Hotline’s management team has considerable experience in operating telecommunications business, and their collective expertise includes technical, customer service, financial, and marketing capabilities. As demonstrated by the biographies of Hotline’s management team appended to this exhibit, the Company will be managed by individuals with up to thirty years of experience in operating businesses. Specifically, Hotline’s primary management personnel have extensive experience operating a New Jersey local exchange carrier, MEG Radio, Inc., which was formed in January 1973 and is currently an active reseller of local exchange and wireless service in New Jersey.

Hotline is committed to providing its customers with services which excel both in quality and reliability. As a reseller and UNE-P provider, Hotline will necessarily rely upon the technical quality of its underlying carrier(s); however, Hotline will take all possible steps to ensure that its services meet or exceed the Commission’s quality of service standards. Hotline will monitor operations closely, responding promptly to any indications of service issues.

**HOTLINE, INC.**  
**BIOGRAPHIES OF KEY PERSONNEL**

**Eli Zafrani**  
**President**

Mr. Zafrani has served as President of MEG Radio, Inc., a New Jersey company, since 1973. MEG Radio, Inc. has a successful ten-year track record of providing resold wireless telecommunications services, and later, resold local exchange services, to New Jersey residents. Mr. Zafrani has been responsible for overall company strategy, negotiating with other telecommunications carriers and oversight of day-to-day company operations.

**Renee Zafrani**  
**Secretary/Treasurer**

Ms. Zafrani manages billing and systems automation, and has served as Secretary/Treasurer of MEG Radio, Inc. since 1973. In this capacity, Ms. Zafrani has been responsible for oversight of customer billing and accuracy of records.

**Mitchell Zafrani**  
**Vice President**

Mr. Zafrani has been with MEG Radio, Inc. since 1979, and has served as its Vice President since 1988. In this capacity, he has been responsible for overall company operations, the hiring and supervision of company personnel, negotiations with other telecommunications carriers, customer relations, and regulatory matters.

**Vipul V. Savalia**  
**Manager of Technology**

Mr. Savalia has over three years of experience in computer and telecommunications technology. He earned a Bachelor of Science degree in Telecommunications Management from DeVry College of Technology in 2002, and is a Cisco Certified Network Associate. Mr. Savalia has previously worked as an installation technician and hardware analyst, where he participated in project management and a variety of telecommunications installation projects. He is proficient in cable installation, Voice over Internet Protocol ("VoIP"), computer hardware and software, and telecommunications systems.

**Other Personnel**

From time to time, Hotline will utilize the services of engineering, marketing, legal, and other experts and consultants. The following individuals may provide managerial, technical, and other support to Hotline on an as-needed basis:

**Elisa Zafrani**

Ms. Zafrani has over fourteen years of experience in the telecommunications industry. From 1989 to 1991, Ms. Zafrani managed a national telecommunications trade association. In that capacity, she was responsible for communicating federal and state regulatory decisions and initiatives to the association membership. From 1991 to 1995, Ms. Zafrani was Director of Regulatory Affairs for a telecommunications company, where she was responsible for corporate compliance with federal and state regulations. Ms. Zafrani also participated in proceedings before federal and state regulatory agencies, and worked with local exchange carriers to resolve complaints. As Director of Regulatory Affairs, she was required to work with all corporate departments, including operations, billing and collections, sales and marketing, and information systems.

**Vimal Shah**

Mr. Shah has over three years of experience in computer networking and telecommunications. He earned a Bachelor of Science degree in Telecommunications Management from DeVry College of Technology in 2002, and has several years of practical experience in the telecommunications industry working for well-established telecommunications companies such as MCI Worldcom and XO Communications. Mr. Shah is proficient in a variety of computer networking hardware and software and systems administration, as well as a variety of telecommunications technologies and test equipment.

**Esaway Amasha, Ph.D.**

Dr. Esaway Amasha is Chief Executive Officer and President of International Computer Center, a privately-held company that provides computer consulting, value-added systems integration, and training for small businesses. Dr. Amasha has a Ph.D. in Political Economy from the University of Oregon, and holds graduate degrees in science and mathematics from the University of Oregon, the University of California, Ain Shamse University (Egypt), and Ain Shamis University (Egypt). Dr. Amasha's experience includes consulting and training in the areas of data analysis and systems design; computer networking and hardware integration; and software development using multiple programming languages.

## **EXHIBIT C**

### **Statement of Financial Capability and Relevant Financial Information**

Hotline, Inc. d/b/a Hotline Telephone Service, Inc. (“Hotline”) is financially qualified to operate as a provider of resold telecommunications services in Florida. As a start-up company, Hotline has no financial history, and currently is in the process of building its business. The Company has access to capital to enable it to compete effectively in the market for local exchange services in Florida. Notably, as a reseller and UNE-P provider, Hotline will not require the significant financial resources which are necessary to deploy network facilities. Moreover, Hotline will expand at a measured pace, pursuant to a comprehensive strategy of smart growth. In this manner, Hotline will build upon its market successes while avoiding the financial and operational drain which results from over-extension of resources.

Hotline has access to the necessary financial resources to provide the local exchange telecommunications services described in this Application and to finance its operations in order to maintain the provision of these services. Specifically, Hotline has access to ample capital to fund a continuing operation in Florida, and to meet any lease and ownership obligations associated with its provision of local exchange telecommunications in Florida.

# **Financial Statements**

**[CONFIDENTIAL AND PROPRIETARY – FILED UNDER SEAL]**

**AFFIRMATION**

I, Mitchell Zafrani, Vice President of Hotline, Inc. d/b/a Hotline Telephone Service, Inc. ("Hotline") hereby state, under penalty of perjury, that the unaudited financial statements furnished as part of Hotline's Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida ("Application") are true and correct, to the best of my knowledge, information and belief.



\_\_\_\_\_  
Mitchell Zafrani  
Vice President  
Hotline, Inc. d/b/a Hotline Telephone Service,  
Inc.

Sworn and subscribed to  
before me this 17  
day of September, 2003.



\_\_\_\_\_  
Notary Public

**MARIA L. SILVESTRIE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
APRIL 11, 2006**

My Commission expires: \_\_\_\_\_

# **EXHIBIT D**

## **Florida Qualification Documents**



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

November 19, 2003

SUSIE KNIGHT  
CSC  
TALLAHASSEE, FL

Qualification documents for HOTLINE, INC. doing business in Florida as HOTLINE TELEPHONE SERVICE, INC. were filed on November 18, 2003 and assigned document number F03000005778. 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/uniform business 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 1-800-829-3676 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) 245-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr  
Document Specialist  
Division of Corporations

Letter Number: 903A00062697

Account number: 072100000032

Amount charged: 70.00

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Hotline, Inc. (Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

HOTLINE TELEPHONE SERVICE, INC. (If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. New Jersey (State or country under the law of which it is incorporated) 3. 010795153-000 (FEI number, if applicable)

4. January 10, 2003 (Date of incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Upon qualification (Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.") (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 786 Broad Street, Newark, NJ 07102 (Principal office address)

same as above (Current mailing address)

8. Telecommunications services (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida 32301 (City) (Zip code)

10. Registered agent's acceptance:

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

Corporation Service Company (Registered agent's signature) [Signature]

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

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**A. DIRECTORS**

Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: Mitchell Zafrani

Address: 786 Broad Street

Newark, NJ 07102

Director: \_\_\_\_\_

Address: \_\_\_\_\_

**B. OFFICERS**

President: Eli Zafrani

Address: 786 Broad Street

Newark, NJ 07102

Vice President: Mitchell Zafrani

Address: 786 Broad Street

Newark, NJ 07102

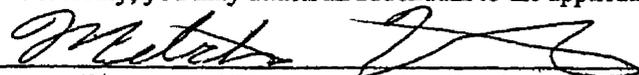
Secretary: Renee Zafrani

Address: 786 Broad Street, Newark, NJ 07102

Treasurer: Renee Zafrani

Address: 786 Broad Street, Newark, NJ 07102

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.   
(Signature of Director or Officer listed in number 12 of the application)

14. Mitchell Zafrani Vice President  
(Typed or printed name and capacity of person signing application)