

040619-TX

ORIGINAL

P.O. Box 74293
Baton Rouge, Louisiana. 70874
Telephone: 877-337-2500
Fax Number: 877-337-3400

Excel Home Phone, Inc

June 25, 2004

Florida Public Service Commission
Division of the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd
Tallahassee, Florida. 32399-0850

RECEIVED-FPSC
JUN 28 AM 10:30
COMMISSION
CLERK

Re: Application and Tariff of Excel Home Phone, Inc.

Dear Sir

Attached you will find an original and six copies of the application and tariff of Excel Home Phone, Inc. along with the application fee of \$250.00. We are requesting a Certificate of Public Convenience and Necessity to resale Local Exchange Service in the State of Florida.

If you have any questions or require any further information do not hesitate to contact me.

Sincerely,

Shahram Nickroo
Shahram Nickroo., **President**

Original Tariffs to CUP.

Page 1 of 1

04 JUN 28 AM 9:31

DISTRIBUTION CENTER

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

Initials of person who forwarded check:

LM

DOCUMENT NUMBER-DATE

07041 JUN 28 03

FPSC-COMMISSION CLERK

FLORIDA PUBLIC SERVICE COMMISSION

**2540 Shumard Oak Blvd
Tallahassee, Florida. 32399-0850**

**APPLICATION FOR CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
TO RESALE
LOCAL EXCHANGE SERVICE**

DOCUMENT NUMBER-DATE

0704 | JUN 28 04

FPSC-COMMISSION CLERK

ORIGINAL

APPLICATION

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:

Excel Home Phone, Inc

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

Excel Home Phone, Inc

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

P.O. Box 74293
Baton Rouge, Louisiana. 70874

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

1217 Cape Coral Pkwy
Suite 300
Cape Coral, Florida 33904

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 # F04000002202

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:

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): _____



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

April 22, 2004

ANNITTA WALKER-TORRES
27200 TOURNEY ROAD, SUITE 105
VALENCIA, CA 91355

Qualification documents for EXCEL PAGER, CELLULAR, AND HOME PHONE, INC. were filed on April 19, 2004 and assigned document number F04000002202. 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.

The certification you requested is enclosed.

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.

Tammi Cline
Document Specialist
Division of Corporations

Letter Number: 204A00026627

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by EXCEL PAGER, CELLULAR, AND HOME PHONE, INC., a Louisiana corporation, authorized to transact business within the State of Florida on April 19, 2004 as shown by the records of this office.

The document number of this corporation is F04000002202.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-second day of April, 2004



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

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. Excel Pager, Cellular, and Home Phone, Inc.

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

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Louisiana

(State or country under the law of which it is incorporated)

3.

(FEI number, if applicable)

4. August 9, 2000

(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. 4327 Airline Hwy Baton Rouge, LA 70805

(Principal office address)

(Current mailing address)

8. communication 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: Presidential Services Incorporated

Office Address: 1217 Cape Coral Pkwy Suite 300

Cape Coral, Florida 33904

(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.

Kevin Messell, Presidential Services Incorporated (Registered agent's 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:

FILED APR 10 09:40 FALL/HASSEEE, FLORIDA

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: **Shahram Nickroo**

Address: **4327 Airline Baton Rouge, LA 70805**

B. OFFICERS

President: **Shahram Nickroo**

Address: **4327 Airline**

Baton Rouge, LA 70805

Vice President: _____

Address: _____

Secretary: **Shahram Nickroo**

Address: **4327 Airline Baton Rouge, LA 70805**

Treasurer: **same**

Address: _____

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

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

14. **Shahram Nickroo, President**
(Typed or printed name and capacity of person signing application)

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Excel Pager, Cellular, and Home Phone, Inc.
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Annitta Walker-Torres

(Name of Person)

Presidential Services Incorporated

(Firm/Company)

27200 Tourney Rd. Suite 105

(Address)

Valencia, Ca. 91355

(City/State and Zip code)

For further information concerning this matter, please call:

Annitta Walker-Torres

(Name of Person)

at (**661**) **259-8987**

(Area Code & Daytime Telephone Number)

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee \$78.75 Filing Fee & Certificate of Status \$78.75 Filing Fee & Certified Copy \$87.50 Filing Fee, Certificate of Status & Certified Copy

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.

None

(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: Shahram Nickroo
Title: President
Address: P.O. Box 74293
City/State/Zip: Baton Rouge, Louisiana 70874
Telephone No.: 225-357-2770 Fax No.: 225-357-0091
Internet E-Mail Address: Excelhom@bellsouth.net
Internet Website Address: _____

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

Name: Rebecca Vick
Title: Office Manager
Address: P.O. Box 74293
City/State/Zip: Baton Rouge, Louisiana 70874
Telephone No.: 225-357-2770 Fax No.: 225-357-0091
Internet E-Mail Address: Excelhom@bellsouth.net
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Rebecca Vick
Title: Office Manager
Address: P.O. Box 74293
City/State/Zip: Baton Rouge, Louisiana 70874
Telephone No.: 225-357-2770 Fax No.: 225-357-0091
Internet E-Mail Address: Excelhom@bellsouth.net
Internet Website Address: _____

17. List the states in which the applicant:

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

Louisiana

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

Mississippi and Alabama

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

Louisiana

(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.**

- 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.**

Louisiana Public Service Commission

Certificate of Authority to Operate

Certificate Number TSP00474

A Certificate of Authority to Operate is hereby granted to

EXCEL PAGER, CELLULAR, AND HOME PHONE, INC.

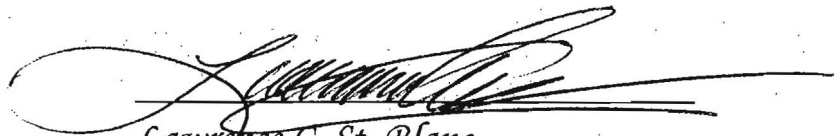
A telecommunications service provider under the laws of Louisiana, whose principal office location or place of business is 1165 Swan Street, Baton Rouge, Louisiana 70807.

Excel Pager, Cellular and Home Phone, Inc. shall operate in full accordance with the rules and regulations of the Louisiana Public Service Commission relevant to the provision of telecommunications services. The application as originally filed provides for Competitive Local Exchange Carrier Services within Louisiana.

Witness the signature and seal of the Commission at Baton Rouge, Louisiana this 14th day of October, 2002.

Louisiana Public Service Commission

Attest:



Lawrence C. St. Blanc

Secretary

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:

Shahram Nickroo
Print Name

Shahram Nickroo
Signature

President
Title

6-25-04
Date

877-337-2500
Telephone No.

877-337-3400
Fax No.

Address: P.O. Box 74293
Baton Rouge, Louisiana 70874

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.

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

UTILITY OFFICIAL:

Shahram Nickroo

Print Name

President

Title

877-337-2500

Telephone No.

Shahram Nickroo

Signature

6-25-04

Date

877-337-3400

Fax No.

Address:

P.O. Box 74293

Baton Rouge, Louisiana 70874

Excel Home Phone, Inc

June 25, 2004

Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Re: Experience of Managerial and Technical Staff

Dear Sir's & Madame's

The following is the names and qualifications of the managerial and technical staff of Excel Home Phone, Inc..

Shahram Nickroo, President, has had over twenty years experience owning and operating his own businesses in the State of Louisiana. He has successfully built a small Telecommunication Company into the successful home phone company that Excel is today. He has successfully set up over two hundred agents for Excel Home Phone in the State of Louisiana alone.

Brandon Nickroo, Technical Manager, has had extensive education and training he is certified in Brainbench Tehnical Support, Compia A+, Comptia Network +, and Microsoft MCP and MCSA (Microsoft Certified Systems Administrator). He has seven years experience in board level repairs and four years experience with Network Administration.

Rebecca Vick, Office Manager, has a degree in Business Management from Southeaster Louisiana University, She has over 12 years experience in managing Telecommunication businesses and has spent the last two years developing the accounting, customer service, technical, and billing departments of Excel Home Phone, Inc.. She has installed and customized the software that Excel Home Phone, Inc. uses to bill, disconnect,, order repairs, maintain detailed customer information and track customer repair and change order information.

If you require any further information or would like us to supply you with references please contact us.

P.O. Box 74293
Baton Rouge, Louisiana. 70874
Telephone: 877-337-2500
Fax Number: 877-337-3400



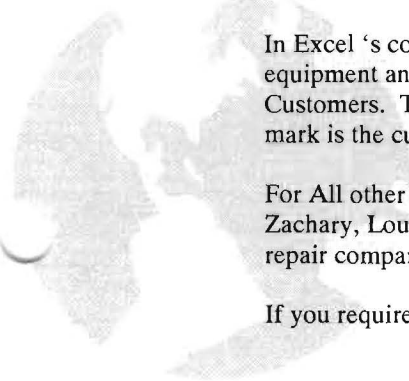
Excel Home Phone, Inc

June 25, 2004

Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Re: Technical Repairs and Installations

Dear Sir's & Madame's



In Excel 's contract with Bellsouth Telecommunications they are responsible to maintain all of there equipment and facilities. They are also responsible for all installations of Excel Home Phone Customers. They guarantee that the service will be installed with a dial tone at the d-mark. The d-mark is the customer telephone facilities located outside there home.

For All other inside repair issues Excel Home Phone, Inc has contracted Carney Telephone Repairs in Zachary, Louisiana. Mr. Carney is a retired Bellsouth technician who started his own telephone repair company in 2001.

If you require any further information please contact us.

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.*

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.

P.O. Box 74293
Baton Rouge, Louisiana. 70874
Telephone: 877-337-2500
Fax Number: 877-337-3400

Excel Home Phone, Inc

June 25, 2004

Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, Florida 32399-0850

Dear Sir's & Madame's

Attached with this application you find the financial documents to support or claim that Excel Home Phone, Inc. is financially able to back our expansion into the Florida local exchange service area. Excel Home Phones, Inc is a reseller of Bellsouth Telecommunication services, and we have no intention of developing our own facilities based company.

We have had a multi-state contract with Bellsouth Telecommunications for over two years and have honored all aspects of our agreement with Bellsouth, including but not limited to financial and technical.

Sincerely,

Shahram Nickroo

CONFIDENTIAL
PERSONAL STATEMENT



DATE 06/14/04

NAME: SHAHRAM NICKROO / HOME PHONE INC.

TYPE CREDIT: Individual Joint with Spouse Joint with Others

Marital Status: Married Separated Unmarried

Residence Address: 4327 Airline Hwy., Baton Rouge, La. 70805

Employed By: HOME PHONE INC.

My Bank: [Blank]

BALANCE SHEET

FILL IN ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION

NOTE: PLEASE LIST ENTIRE VALUE OF ALL COMMUNITY ASSETS AND LIABILITIES WHETHER THIS APPLICATION IS FOR INDIVIDUAL OR JOINT CREDIT. IF ANY ITEM (ASSET OR LIABILITY) IS SEPARATE PROPERTY (AS OPPOSED TO COMMUNITY), PLEASE INDICATE BY PLACING AN "H" OR "W" (HUSBAND OR WIFE) IN THE COLUMN MARKED "SEPARATE PROPERTY" ADJACENT TO THAT ITEM.

| ASSETS (Do Not Indicate Assets of Doubtful Value) | Separate Property | Round To Nearest Dollar | LIABILITIES (Include All Direct Liabilities) | Separate Property | Round To Nearest Dollar |
|------------------------------------------------------|-------------------|-------------------------|------------------------------------------------------------|-------------------|-------------------------|
| 1. Cash in Checking at Bank One | | \$ 19,000.00 | 19. Commercial Debt at Bank One | | \$ |
| 2. Cash in Savings at Bank One | | 19,000.00 | 20. Installment Loans at Bank One | | |
| 3. | | | 21. Debt at Other Financial Institutions | | |
| 4. Cash at Other Financial Institutions | | | 22. Notes payable bank | | 197,250.00 |
| 5. | | | 23. Auto Loans | | 15,000.00 |
| 6. | | | 24. Personal Residence | | 141,000.00 |
| 7. Vested Interest in Deferred Compensation Plans | | | 25. | | |
| 8. Stocks and Bonds — Schedule A | | | 26. Unpaid Income Tax | | |
| 9. Securities Held By Brokers In Margin Accounts | | 500.00 | 27. Due to Brokers | | |
| 10. Real Estate Owned — Schedule B | | 32,500.00 | 28. Real Estate Mortgages Payable — Schedule B | | |
| 11. Partial Interest in Real Estate — Schedule C | | 56,500.00 | 29. Partial Interest in Real Estate Mortgages — Schedule C | | |
| 12. Cash Value of Life Insurance — Schedule D | | | 30. Loans Against Life Insurance — Schedule D | | |
| 13. Other Assets (Itemize) other Real S. | | 38,000.00 | 31. Other Debt — Schedule E | | |
| 14. other assets Auto | | 35,000.00 | 32. Other Liabilities (Itemize) | | |
| 15. other assets | | 200,000.00 | 33. credit cards | | 8,000.00 |
| 16. | | | 34. | | |
| 17. | | | 35. TOTAL LIABILITIES | | \$ 361,250.00 |
| 18. TOTAL ASSETS | | \$ 1,194,100 | 36. NET WORTH (LINE 18 LESS LINE 35) | | \$ 832,850.00 |

ANNUAL SOURCE OF INCOME

CONTINGENT LIABILITIES (Itemize Separately)

*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Contested Taxes Payable

As Endorser, Comaker, or Guarantor

On Leases or Contracts

Legal Claims

Other

| INCOME: SOURCE FOR YEAR END 19__ | APPLICANT | SPOUSE |
|---------------------------------------------------------------|------------|------------|
| Salary | \$ 30,000 | \$ 15,000 |
| Bonus & Commission | 50,000 | |
| Dividends & Interest | | 29,400 |
| Real Estate Income (NET AFTER MORTGAGE PAYMENTS AND EXPENSES) | | |
| *Other Income — Itemize | 40,000 | 65,000 |
| Total Income | \$ 120,000 | \$ 124,700 |
| Total Income Previous Year | \$ | \$ |
| Current Annual Salary | \$ 120,000 | \$ 124,700 |

GENERAL INFORMATION

DO YOU HAVE A WILL? IF YES, NAME EXECUTOR.

Yes No

ARE YOU A DEFENDANT IN ANY SUIT OR LEGAL ACTION? IF YES, EXPLAIN.

HAVE YOU EVER TAKEN BANKRUPTCY? IF YES, EXPLAIN.

If married, do you have a matrimonial agreement (marriage contract, separate property agreement, etc.)? If yes, please provide a copy with this statement. Yes No

COMPLETE SCHEDULES AND SIGN ON REVERSE SIDE

HOME PHONE INC.,
1165 Swan Ave.,
Baton Rouge, La. 70807

1-1-04 – 05-31-04
P/L Statement

| | |
|--------------|------------|
| SALES | 771,600.00 |
| CGS | 402,300.00 |
| <hr/> | <hr/> |
| Gross Profit | 369,300.00 |

Operating Expenses:

| | |
|----------------------|------------|
| Alarm | 150.00 |
| Insurance | 900.00 |
| Legal/Prof. | 1,140.00 |
| Rent (Owner) | 7,500.00 |
| Repairs/Maint. | 2,710.00 |
| Salaries | 83,400.00 |
| Supplies | 8,100.00 |
| Taxes/Lic. | 14,200.00 |
| Utilities/ Telephone | 7,640.00 |
| <hr/> | <hr/> |
| Total Expenses | 125,740.00 |
| | |
| NET PROFIT | 243,560.00 |

Excel Home Phone, Inc

P.O. Box 74293, Baton Rouge, La 70874
(225)357-2770 or (877)337-2500

04-15-2004

Balance Sheet

| <u>Assets</u> | | <u>Liabilities</u> | |
|---------------|---------|--------------------|---------|
| Cash | 155,000 | Accounts Payable | 3,000 |
| Accounts Rec | 38,000 | | |
| Auto/Truck | 80,000 | Auto/Truck Note | 25,000 |
| Equipment | 45,000 | | |
| Supplies | 5,000 | | |
| Land | 165,000 | Land Mortgage | 80,000 |
| | | Networth | 380,000 |
| <hr/> | | <hr/> | |
| Total | 488,000 | Total | 488,000 |

Excel Home Phone, Inc.

Original Sheet No. 1

Effective Date 11-01-02

Issued By: Shahram Nickroo, President

Title Page

**TARIFF FOR
FLORIDA LOCAL SERVICE**

**EXCEL HOME PHONE, INC.
P.O. BOX 74293
BATON ROUGE, LA 70874
TEL: (225)357-2770**

This tariff contains the rates, terms, and conditions applicable to Local Services within the State of Florida offered by Excel Home Phone, Inc.

**Excel Home Phone, Inc.
P.O. Box 74293
Baton Rouge, La 70874
Tel: (225)357-2770**

Excel Home Phone, Inc.

Original Sheet No. 2

Effective Date 05-14-04

Issued By: Shahram Nickroo, President

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CHECK SHEET

Sheets 1 through 37, inclusive, of this tariff are effective as of the date shown at the top of the respective sheet(s). original and revised sheets as named below compromise all changes from the original tariff and are currently in effect as of the date on the top of this page.

| <u>Sheet No.</u> | <u>Revision No.</u> |
|------------------|---------------------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |

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Excel Home Phone, Inc.
P.O. Box 74293
Baton Rouge, La 70874
Tel: (877)337-2500

Excel Home Phone, Inc.

**Original Sheet No. 3
Effective Date 05-14-04**

Issued By: Shahram Nickroo, President

CHECK SHEET, Cont'd

| <u>Sheet No.</u> | <u>Revision No.</u> |
|-------------------------|----------------------------|
| 27 | Original |
| 28 | Original |
| 29 | Original |
| 30 | Original |
| 31 | Original |
| 32 | Original |
| 33 | Original |
| 34 | Original |
| 35 | Original |
| 36 | Original |
| 37 | Original |

**Excel Home Phone, Inc.
P.O. Box 74293
Baton Rouge, La 70874
Tel: (877)337-2500**

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| Section 2- Rules and Regulations | 9 |
| Section 3- Description of Service | 28 |
| Section 4- Rates | 35 |

Excel Home Phone, Inc.
P.O. Box 74293
Baton Rouge, La 70874
Tel: (877)337-2500

Excel Home Phone, Inc.

Original Sheet No. 5
Effective Date 05-14-04

Issued By: Shahram Nickroo, President

SYMBOLS

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

- C - To signify changed regulation
- D - Delete or discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

Excel Home Phone, Inc.
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Tel: (877)337-2500

Excel Home Phone, Inc.

**Original Sheet No. 6
Effective Date 11-01-02**

Issued By: Shahram Nickroo, President

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of local services subject to the jurisdiction of the Florida Public Service Commission.

**Excel Home Phone, Inc.
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SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

Access Line- An arrangement which connects the Customer's location to a switching center or point of presence.

Authorized user- A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service

Carrier or Company- Whenever used in this tariff, "Carrier", "Company", or Excel refers to Excel Home Phone, Inc. otherwise specified or clearly indicated by the content.

Commission – Florida Public Service Commission

Customer- the person, firm, corporation, or other entity which orders, cancels, amends, or used service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line- The serving central office line equipment and all Company plant facilities up to and including the company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tarrified use offering selected by the customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

Excel Home phone, Inc.- Used throughout this tariff to mean Excel Home Phone, Inc. unless clearly indicated otherwise by the text.

LEC- Local Exchange Company.

Local Exchange Service –Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS, cont'd

Resold Local Exchange Service- A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling- A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-station calls. Calls may be dialed with or without the assistance of a Company operator. Collect Calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Person-to-Person Calling- An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third party, a credit card, a calling card or designated third party station.

SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of Excel Home Phone, Inc.

Excel Home Phone, Inc services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area and long distance services. Excel Home Phone, Inc. offer these services over its own or resold facilities.

Excel Home Phone, Inc. installs, operates, and maintains the communications services provided herein accordance with the terms and conditions set forth under this tariff. Excel Home Phone, Inc. act as the Customers agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Excel Home Phone, Inc. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of the tariff.
- 2.2.2 Excel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 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.

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SECTION 2-RULES AND REGULATIONS *cont'd*

- 2.2.4 All Facilities provided under this tariff are directly controlled by Excel Home Phone, Inc. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for Which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 Excel Home Phone, Inc liability for damages arising out of Mistakes, interruptions, omissions, delays, errors, or defects in Transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2-RULES AND REGULATIONS, cont'd

2.4.3 The Company shall not be liable for, and shall be fully Indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 Unauthorized Computer Intrusion:

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a company

SECTION 2 –RULES AND REGULATIONS, CONT'D.

computer, switch, data, database, software, information, network, or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

2.4.6 Transmission of Data:

The Company shall not be liable for any damage, harm or loss of data caused by the Customer using the Company's voice-grade telephone access line and/or facilities for the transmission of data. The Company's Liability shall be limited to errors of damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damage occur.

2.4.7 The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period which the service was affected.

2.4.8 Errors or damages Caused by System Date Limitations:

The Company's liability for errors or damage resulting the liability of the Company's system to process dates, such as the year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

SECTION2 – RULES AND REGULATIONS,CONT'D

2.4.9 Unauthorized Devices:

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the Customer's line.

2.4.10 The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty (60) days after the alleged delinquency occurs.

2.4.11 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

2.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Customers whose credit history is unacceptable or unavailable. If deposits are collected, interest at a rate of five (5%) per cent per annum will be paid for Customer deposits retained for more than six (6) months. Deposit will not exceed two and one half (2 ½) times the average monthly bill.

2.6 Advance Payments

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, Excel, reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

On non-recurring charges Excel, reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

- 2.8.3 Equipment the Company provides or installs at the Customer premise for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.
- 2.8.6 Upon reasonable notification to the Customer and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set fourth in the section for installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Excel. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payment. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida Public Service Commission.

Excel Home Phone, Inc billing invoices will be considered correct and binding upon the customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Florida Public Service Commission for final resolution.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

Initial Service Periods

Unless otherwise specified, the initial service period for all services offered in this Tariff is one month commencing with the date of installation of the service.

For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered.

The initial service relates to each applicable unit of service, either on the initial or subsequent installations.

The initial service period for automatic answering and recording service is three (3) months.

2.11 Late Payment Charge

Excel will assess a late payment charge equal to 5% for any past due balance that exceed twenty (20) days. A late payment penalty may be assessed only once on any bill for rendered services.

2.12 Cancellation by Customer

Customer may cancel service by providing thirty (30) days written notice to the Company.

Termination at Customer's Request

Upon such termination the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of an initial service period of applicable termination charges or both.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

Termination Charge

A termination charge is determined by applying to the Basic Termination Charges the percentage, which the unexpired portion of the initial service period bears to the full initial service period.

When a Customer discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.

When a Customer cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the service; the termination charge in this event shall not exceed the Basic Termination Charge.

2.13 Interconnection

Service furnished by Excel will be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Excel, service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.14 Refusal or Discontinuance by Company

Excel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification and the Customer fails to comply with any rule or remedy any deficiency:

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any other property or purpose other than described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to Excel or its agents for the purpose of inspection and maintenance of equipment owned by Excel.
- 2.14.4 For noncompliance with or violation of Commission regulation or Excel, rules and regulations on file with the Commission, provided ten (10) days written notice is given.
- 2.14.5 For nonpayment of bills, including bills of any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven (7) days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Excel's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by Excel or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service Excel, may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the commission.**
- 2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.**

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.15 Inspection, Testing, and Adjustment

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

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of service

Credit allowances for interruption of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since Customer has the option of using the long distance network via local exchange company access.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.18 Cost of Collection and Repair

The Customer is responsible for all cost incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fee of \$20.00 or which ever is greater, may be charged for each check returned for insufficient funds.

2.20 Service Implementation

Absent a promotional offering, service implementation charges of \$60.00 per service order will apply to a new service order or to orders to change existing service for the business services listed in Section 3.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is reestablished for Customers who have been disconnected for non-payment, and is payable at the time the restoration of suspended service and facilities is arranged.

2.22 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications Customers as may be required by state law.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.23 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.24 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. Excel should maintain signed letters of agency or confirmation of choice on file for use in dispute resolution.

2.25 Directory Listings

2.25.1 The Company does not publish a directory of Customer's listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying Customer's telephone number and as an aid to the use of telephone service.

2.25.3 The listings of Customers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

2.18 Cost of Collection and Repair

The Customer is responsible for all cost incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would “normally” utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal cost; or
- H. in advance of its normal construction.

2.27 Universal Emergency Telephone Number Service (911, E911)

- 2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customer is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

SECTION 2 – RULES AND REGULATIONS, CONT'D.

- 2.27.3** The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering point.
- 2.27.4** After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.27.5** The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where events, incidents, or eventualities set forth in the sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company 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 911 Service features and the equipment associated therewith, or by any

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SECTION 2 – RULES AND REGULATIONS, CONT'D.

services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.27.6 Calculation of Distance

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company used the rate centers and associated vertical and horizontal coordinates defined by AT&T in its FCC Tariff No. 10.

Formula:

$$\frac{\sqrt{(V1-V2)^2 + (H1-H2)^2}}{10}$$

- 2.27.7 The Company will not bill for busy or unanswered calls.
 - 2.27.8 The Company, at no charge to the Customer, will, upon the request of the Customer provide blocking of 900, 976 and 700 informational calls.
 - 2.27.9 This tariff will be governed by and construed in accordance with the laws of the State of Florida.
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SECTION 3-DESCRIPTION OF SERVICES

3.1 Local Service Areas

Excel Home Phone, Inc will provide Local Exchange Service in the entire State of Florida.

3.2 Product Descriptions

3.2.1 Timing of Calls – Usage-Sensitive Products

3.2.1.A The Customer's usage charges is based on the actual duration of the telephone call. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up.

3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

3.2.1.C Usage measured and rounded to the next higher billing increments for billing purposes.

3.2.1.D There is no usage-based billing applied for incomplete calls.

3.2.2 Excel Home Phone, Inc.

Excel Business Services are offered for local calling using the facilities of Excel or those of other authorized Local Exchange Carriers. Excel services are offered primarily to the following:

- 1. Offices, stores, factories, mines and all other places of a strictly business nature;**

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SECTION 3-DESCRIPTION OF SERVICES*cont'd*

2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Customer's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the Customer so desires.

3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the Excel central office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to Customers who purchase this service in conjunction with Excel Business long distance products. Options available with Business Exchange Line Service include call waiting, call forwarding, three-way calling, and speed dialing, as well as class features. Installation charges apply.

SECTION 3-DESCRIPTION OF SERVICES *cont'd*

3.2.3 Directory Listing

For each Customer of Excel, Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

3.2.4 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential Customers on a pre-subscribed basis. Services are also provided to Customers and Users of exchange access lines which are pre-subscribed to the Company's inter-exchange outbound calling services. Various billing arrangements are available with Excel assisted service including Calling card, Credit Card, Collect, Person-to-Person and Third Party. monthly and/or usage-sensitive charges apply as stated in Section 4, as well as per call operator charges.

3.2.4.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

1. Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Excel network; and
2. Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

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SECTION 3-DESCRIPTION OF SERVICES cont'd

The Operator Dialed Surcharge applies in addition to any other applicable operation charges.

3.2.4.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. the operator will interrupt the call on the called line only if the calling party indicates an emergency and request interruption.

A Charge will apply when:

1. The operator verifies that the line is busy with a call in progress;
2. The operator verifies that the line is unavailable for incoming calls; or
3. The Operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No Charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency; or
2. Under conditions other than the three stated above. Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 3-DESCRIPTION OF SERVICES cont'd

3.2.5 Directory Assistance

N/A with a Competitive Local Exchange Carrier.

3.2.6 Extended and Expanded Area Calling services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying IntraLATA toll rates. The Customer is billed an extra rate for the use of this feature.

3.2.7 Plan Descriptions for Residential Service

| <u>Plan Type</u> | <u>Description</u> |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Basic Rate | Customer pays a flat rate. This plan includes the customer's residential line and unlimited calling in their LOCAL calling area. |
| LOS Local Optional Service | This service provides 1-or 7 digit dialed local calling outside the local calling area, but within the LATA. This service does a flat fee in additional to the basic rate. |

SECTION 3-DESCRIPTION OF SERVICES cont'd

FEATURE DESCRIPTIONS:

| FEATURE NAME | DESCRIPTION |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Anonymous Call Rejection (ACR) | Blocks callers who have made their information private before calling you. This feature will route those callers to a message that tells them they have dialed correctly; however, they must unlock their information and call again. |
| Busy Connect, Per Activation | This feature automatically comes on when you dial a busy number. A recording tells you that the number you have reached is busy; however, Busy Connect will continue to dial the number for you and to accept the offer press one. |
| Call Block | This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive his call at this time. If the customer also subscribes to Preferred Call Forwarding and/or Call Selector and the same telephone numbers appear on those screening lists, Call Block will take precedence. This feature will not work if the incoming call is from a telephone number in a multiline hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number Identified. |
| Call Forwarding Busy Line | This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order. |
| Call Forwarding Busy Line - Customer Control | This feature provides a customer the Call Forwarding Busy Line feature and the capability to control from the base station line the activation and deactivation of the service by using dialing codes. The destination telephone number is specified by the customer at the time this feature is ordered and can only be changed via service order. |
| Call Forwarding Busy Line - Multipath or Customer Control | This feature provides customers who subscribe to Call Forwarding Busy Line, Call Forwarding Don't Answer, Customer Control of Call Forwarding Busy Line, Customer Control of Call Forwarding Don't Answer, Call Forwarding Variable, or Remote Access to Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded to another telephone number. |
| Call Forwarding Don't Answer | This feature provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line. |
| Call Forwarding Don't Answer - Multipath or Customer Control | This feature provides a customer the Call Forwarding Don't Answer feature and the capability to control from the base station line the activation and deactivation of the service by using dialing codes. The destination telephone number and forwarding interval are specified by the customer at the time this feature is ordered and can only be changed via service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line. |

Issued By: Shahram Nickroo, President

SECTION 3-DESCRIPTION OF SERVICES cont'd

| | |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Call Forwarding Don't Answer - Ring Control | This feature provides for calls incoming to a subscriber's idle directory number to be forwarded to another telephone number after a customer-controlled interval expressed in either ring cycles or seconds, depending on specific technology involved. The forwarded-to telephone number is specified at the time service is established and can only be changed via service order. Such change is subject to normal service order charges. CFDA-RC is available only where facilities permit, and provides the customer with the capability to change the interval after which forwarding occurs. Such change is made at the convenience of the customer, and is not subject to service order charges. After establishment of service, the interval cannot be changed via service order. |
| Call Forwarding Variable | Provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred. Satisfactory transmission levels cannot be assured on calls forwarded outside the local calling area. |
| Call Forwarding Variable - Multipath or Remote Access | This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number. |
| Call Return | This feature enables a customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call. |
| Call Tracing | Call Tracing enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action. The customer is not provided the traced number. Only calls from within the same TouchStar capable area are traceable using Call Tracing. This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is Telephone Number Identified. In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number. |
| Call Waiting | Provides the user, busy on a call, with a private signal which alerts him to unanswered call waiting to be completed to his number. The user may, then, hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated. |
| Call Waiting Deluxe | This service allows a residence customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call discrimination options. The customer must have a Calling Identification Delivery feature, such as Caller ID-Basic or Caller ID-Deluxe for the calling identification data of the waiting call to be provided following the Call Waiting Deluxe alerting tone. The customer must subscribe to the Call Forwarding Don't Answer feature in order to forward a waiting call to another location. |
| Call Waiting Deluxe w/ Conferencing | Same as above, just with conferencing |
| Caller ID Basic | This feature enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls. |
| Caller ID Deluxe | This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls. |
| Caller ID Deluxe for Multi-line Hunt | If the incoming call originates from a Multi-Line Hunt Group, the telephone number and name information transmitted will be associated with the main number in the hunt group, unless facilities permitting, the lines within the group are TN (Telephone Number) Identified. |

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SECTION 4 – RATES

4.1 Local Service Rates

General – Excel will be reselling the services of Bellsouth. The descriptions of local products and services offered by Excel will on be available in the Bellsouth territory. Rates on based on a competitive pricing rate for Local Exchange services in the residential areas of Florida.

| NEW SERVICE RESIDENTIAL | PRICE |
|---------------------------------------------------|-------------------------------------------------------------------------|
| STRUCTURE HAS JACKS AND WIRING | |
| First Line | 39.95 |
| Each Additional Line | 39.95 |
| STRUCTURE NEEDS JACKS AND WIRING | |
| First Line | 39.95 (plus cost of jacks at \$10.00 per plus labor & wiring) |
| Each Additional Line | 39.95 |
| Chat Pack One (available in zone one only) | 29.95 (plus a 9.95 activation fee) |
| Chat Pack Two w/ Call waiting and 3-Way calling | 39.95 |
| Chat Pack Three w/all available vertical features | 49.95 |

All Charges Above are charged on a monthly basis.



SECTION 4 – RATES*CONT'D*

4.1.1 Local Residential Calling Features

| <u>CALLING FEATURES</u> | <u>USOC</u> | <u>PRICE</u> |
|---------------------------------------------|-------------|--------------|
| LOS-Local Optional Service | | 20.00 |
| Call Forwarding (don't answer ring control) | GCJRC | 5.00 |
| Call Forwarding Variable | ESM | 5.00 |
| Call Return | NSS | 8.00 |
| Call Waiting | ESX | 5.00 |
| Caller ID | NSD | 10.00 |
| Non-Published Number | NPU | 5.00 |
| Speed Dialing | ESF | 5.00 |
| Three-Way Calling | ESC | 5.00 |
| Wire Line Maintenance | | 4.99 |

Local Residential Calling Features (Package)

Five-Pack (includes call-forwarding, call return, call waiting, caller-id & 3-way calling) for the discounted price of \$20.00.

| <u>ADDITIONAL CHARGES</u> | <u>PRICE</u> |
|------------------------------|--------------|
| Restore Charge | \$25.00 |
| Reconnect Charge | \$25.00 |
| Feature Change Charge | \$15.00 |
| Transfer Charge | \$39.95 |
| Conversion Activation Charge | \$00.00 |
| Late Fee | \$ 5.00 |

SECTION 5 – SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Excel rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.