



04 1416-TX
ORIGINAL

REGNUM GROUP, INC.

Regulatory & Communications Consultants

7999 NW 53 Street, Miami, Florida 33166
Tel: (305) 468-1645 Fax: (305) 468-8509

November 2, 2004

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

RECEIVED-PPSC
04 DEC 21 AM 9:29
COMMISSION
CLERK

Re: H C Phone Service, LLC's filing for CLEC Certificate of Authority

To Whom It May Concern:

Enclosed please find an original and six (6) copies of H C Phone Service, LLC's filing for a Certificate to provide Competitive Local Exchange Service (CLEC) as well as the Initial Price List No.1.

Also enclosed is the appropriate filing fee in the amount of \$250.00. Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman or Virginia Mansilla at 305-468-1645 or emailed to reg@regnumgroup.com.

Sincerely,

Matthew Schulman
Regulatory Consultant

Original Price list forwarded to CUP.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DISTRIBUTION CENTER
2004 DEC 21 AM 7:41

vm/ms
Enclosures

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

initials of person who forwarded check:

DOCUMENT NUMBER-DATE

13368 DEC 21 04

FPSC-COMMISSION CLERK

ENCLOSURES

| | |
|---------------|--|
| EXHIBIT 9 (a) | Texas Articles of Incorporation and Florida proof of Authority |
| EXHIBIT 18 A | Managerial Resumes |
| EXHIBIT 18 B | Technical Resumes |
| EXHIBIT 18 C | Financial Statements |
| EXHIBIT D | Initial Price List No.1 |

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:

H C Phone Service, LLC

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

N/A

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

2665 Villa Creek Dr., Suite 120

Dallas, TX 75234

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

N/A

6. Structure of organization:

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

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:

M04000003391. Please refer to exhibit 9(a)

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:

N/A

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): **20-0630195**

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 officers, directors, or any of the ten largest stockholders have previously been adjudged

bankrupt, mentally incompetent, or found guilty of any felony or crime.

(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: **Matthew Schulman - Regnum Group**

Title: **Regulatory Consultant**

Address: **7999 NW 53 Street**

City/State/Zip: **Miami, FL 33166**

Telephone No.: **305-468-1645** Fax No.: **305-468-8509**

Internet E-Mail Address: **reg@regnumgroup.com**

Internet Website Address: **www.regnumgroup.com**

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

Name: **Maria del Pilar Arias**
Title: **President**
Address: **2665 Villa Creek Dr., Suite 120**
City/State/Zip: **Dallas, TX 75234**
Telephone No.: **972-406-9395** Fax No.: **972-247-5646**

Internet E-Mail Address: **pilar@hcphone.com**
Internet Website Address: **Under construction**

(c) Complaints/Inquiries from customers:

Name: **Birley Rios**
Title: **Customer Service Manager**

Address: **2665 Villa Creek Dr., Suite 120**
City/State/Zip: **Dallas, TX 75234**

Telephone No.: **972-406-9395 ext. 129** Fax No.: **972-247-5646**

Internet E-Mail Address: **birley@hcphone.com**
Internet Website Address: **Under construction**

17. List the states in which the applicant:

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

Oklahoma

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

None

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

Oklahoma

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

company and the circumstances involved.

NO

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

NO

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

NO

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.**

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.

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:

| | |
|--|---------------------|
| Ma. del Pilar Arias <i>(Maria del Pilar Arias)</i>  | |
| Print Name | Signature |
| President | <i>10/26/04</i> |
| Title | Date |
| 972-406-9395 | 972-247-5646 |
| Telephone No. | Fax No. |

Address: 2665 Villa Creek Dr., Suite 120, Dallas, TX 75234

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

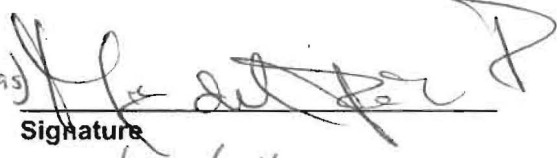
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the 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:

Madel Pilar Arias

(Maria del Pilar Arias)



Print Name

Signature

President

10/26/04

Title

Date

972-406-9395

972-247-5646

Telephone No.

Fax No.

Address:

2665 Villa Creek Dr., Suite 120, Dallas, TX 75234

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.

| | |
|-------------------------------------|----------|
| 1) Reseller Only _____ | 2) _____ |
| (Leased to Verizon) _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

| | |
|----------------------------------|----------|
| 1) Reseller only _____ | 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.

| POP-to-POP | <u>OWNERSHIP</u> |
|--------------------------|-------------------------|
| 1) Fiber _____ | Verizon _____ |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |

STATE OF FLORIDA APPLICATION
FOR CERTIFICATE OF :
AUTHORITY TO PROVIDE
COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES

FILING NO _____

EXHIBIT 9 (a)

Texas Articles of Incorporation and Florida proof of Authority

BY

Maria del Pilar Arias - President
H C Phone Service, LLC.
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
Telephone: 972-406-9395 Facsimile: 972-247-5646

FILED
In the Office of the
Secretary of State of Texas

JAN 21 2004

Corporations Section

**ARTICLES OF ORGANIZATION
OF
H C PHONE SERVICE, LLC
A LIMITED LIABILITY COMPANY**

I, the undersigned, am a natural person eighteen years of age or older. I am acting in the capacity of organizer of a limited liability company pursuant to the Texas Limited Liability Company Act. I hereby adopt the following Articles of Organization for a limited liability company.

**ARTICLE I
NAME**

1.01 The name of the Limited Liability Company is H C Phone Service, LLC.

**ARTICLE II
DURATION**

2.01 The period of the company's duration is perpetual

**ARTICLE III
PURPOSES**

3.01 The Limited Liability Company shall have the powers provided for a corporation under the Texas Business Corporation Act and a limited partnership under the Texas Revised Limited Partnership Act.

3.02 The purpose for which this limited liability company is organized is to transact any and all lawful business for which limited liability companies may be organized under the laws of Texas, including, but not limited to, the following:

- a. To carry on any business or any other legal or lawful activity allowed by law;
- b. To acquire, own, use, convey, and otherwise dispose of and deal in real or personal property or any interest therein;
- c. To manufacture, buy, sell, and generally deal in goods, wares and merchandise of every class and description;
- d. To buy, rent, sell, manufacture, produce, assemble, distribute, repair, and service any and all products or services in which the company desires to engage;

- e. To do such other acts as are incidental to the foregoing or desirable in order to accomplish the purpose for which the company was formed; and
- f. To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.

3.03 The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this limited liability company by the laws of the State of Texas.

3.04 The company may, in its Regulations, confer powers, not in conflict with law, on its Members in addition to the foregoing and in addition to the powers and authorities expressly conferred on them by statute.

ARTICLE IV PRINCIPAL PLACE OF BUSINESS

4.01 The address of the company's principal place of business in this state is: 2665 Villa Creek Dr., Suite 120, Dallas, Texas 75234.

ARTICLE V NAME AND ADDRESS OF INITIAL REGISTERED AGENT

5.01 The company's initial Registered Agent is: Henry Arias.

5.02 The address of the company's initial Registered Office is: 2665 Villa Creek Dr., Suite 120, Dallas, Texas 75234.

ARTICLE VI MANAGEMENT

6.01 The company shall be managed by its Members.

6.02 The names and addresses of the persons who are to serve as Members until the first annual meeting of the company's Members or until successors are elected and qualified are:

| <u>Name</u> | <u>Address</u> |
|-------------|--|
| Henry Arias | 2665 Villa Creek Dr., Suite 120 Dallas, Texas 75234 |

Pilar Arias

2665 Villa Creek Dr., Suite 120
Dallas, Texas 75234

**ARTICLE VII
ORGANIZER**

7.01 The name and address of the organizer is:

| <u>Name</u> | <u>Address</u> |
|---|--|
| Mark K. Vasquez, Rojas & Vasquez, PLLC | 325 N. Saint Paul, Suite 3950 Dallas, Texas 75201 |

**ARTICLE VIII
REGULATIONS**

8.01 The Regulations will be adopted by the Members.

8.02 The powers to alter, amend, or repeal the Regulations or adopt new Regulations is vested in the members, subject to repeal or change by action of the Members.

**ARTICLE IX
MAJORITY VOTING**

9.01 With respect to any matter for which the affirmative vote of the holders of a specified portion of the membership interest entitled to vote is required by the Texas Limited Liability Company Act, and notwithstanding that such Act may require a portion of the membership interest entitled to vote that exceeds that specified in this Article, the act of the Members on that matter shall be the affirmative vote of the holders of a majority of the membership interest entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

**ARTICLE X
AUTHORITY**

10.01 The authority to acquire, mortgage, or dispose of property of the company is limited to the Members.

**ARTICLE XI
INDEMNIFICATION**

11.01 The company shall indemnify every Member, and the Members' heirs, executors and administrators, against expenses actually and reasonably incurred by the Member, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the Member may be made a party by reason of having been a Member of this limited liability company.

11.02 This indemnification is being given because the Member will be requested by the company to act for and on behalf of the company and for the company's benefit.

11.03 This indemnification shall not be exclusive of other rights to which the Member may be entitled.

11.04 The Members shall be entitled to the fullest indemnification allowed by the current law or as the law may be amended hereafter.

11.05 Except as otherwise provided in the regulations, a Member shall be liable to the company for the following actions:

- a. A breach of their duty of loyalty to the company, or to its Members;
- b. An act or omission that was taken in bad faith and which constitutes a breach of the Member's duty to the company by an act that is grossly negligent, malicious, or intentional, as those terms are defined at law;
- c. A transaction in which the Member benefits to the detriment of the company or its Members.
- d. An action for which the Member is liable at law and for which an indemnification is not allowed.

ARTICLE XII COMPANY ACTIONS

12.01 Any action required by the Texas Limited Liability Company Act, and any amendments thereto, may be taken at any annual or special meeting of Members of the Limited Liability Company or by:

- a. An affirmative vote of those persons having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all member or managers, as the case may be, entitled to vote on the action were present and voted; or
- b. Consent of each member of the limited liability company, which may be established by either the member's failure to object to the action in a timely manner, if the member has full knowledge of the action, consent to the action in writing signed by the member, or any other means reasonably evidencing

consent

12.02 Or any action which may be taken at any annual or special meeting of Members of the Limited Liability Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.

12.03 Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Texas Limited Liability Company Act, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

12.04 Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

ARTICLE XIII RESTRICTIONS ON ITS TRANSFERABILITY

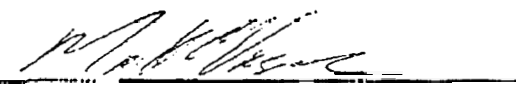
13.01 The membership interest of the Limited Liability Company will be subject to restrictions on its transferability as set out in the Regulations of the Limited Liability Company, which Regulations will be kept with the records of the Limited Liability Company.

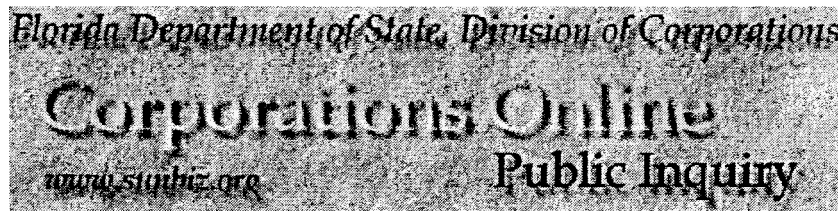
13.02 The Limited Liability Company will provide a copy of the Regulations without charge to any record holder of a membership interest upon written request addressed to the Limited Liability Company at its principal business office or its registered agent's address.

ARTICLE XIV CONTINUITY OF BUSINESS

14.01 Upon termination of the membership of the last remaining member, the legal representative or successor of the last remaining member, or the legal representative or successor's designee, may continue the business if, within 90 days after termination, the legal representative or successor of the last remaining member, or the legal representative or successor's designee, agrees to become a member and continue the company.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of JANUARY, 2004.


Mark K. Vasquez,
Rojas & Vasquez, PLLC



Foreign Limited Liability

H C PHONE SERVICE, LLC

PRINCIPAL ADDRESS

2665 VILLA CREEK DRIVE, SUITE 120
DALLAS TX 75234

MAILING ADDRESS

2665 VILLA CREEK DRIVE, SUITE 120
DALLAS TX 75234

| | | |
|--|--------------------------------|---------------------------------|
| Document Number M04000003391 | FEI Number 200630195 | Date Filed 08/16/2004 |
| State TX | Status ACTIVE | Effective Date NONE |
| Total Contribution 0.00 | | |

Registered Agent

| Name & Address |
|--|
| CORPDIRECT AGENTS, INC 103 N. MERIDIAN STREET TALLAHASSEE FL 32301 |

Manager/Member Detail

| Name & Address | Title |
|--|-------|
| DEL PILAR RAMOS, MARIA 2665 VILLA CREEK DRIVE, SUITE 120 DALLAS TX 75234 | MGRM |

| Report Year | Filed Date |
|-------------|------------|
| | |

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No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

08/16/2004 -- Foreign Limited

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

STATE OF FLORIDA APPLICATION
FOR CERTIFICATE OF :
AUTHORITY TO PROVIDE
COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES

FILING NO _____

EXHIBIT 18 A
Managerial Resumes

BY

Maria del Pilar Arias - President
H C Phone Service, LLC.
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
Telephone: 972-406-9395 Facsimile: 972-247-5646

October 21, 2004

To Whom It May Concern:

Re: Mrs. Maria del Pilar Arias
3968 Legacy Trail, Carrollton TX 75010

Mrs. Arias is currently the President of H C Phone Service, LLC. In this capacity she directs, implements, and controls the various departments pertaining to the provision of telephone service.

Mrs. Arias brings over 9 years of experience in the telecommunications industry prior to her current position with HC Phone Service, LLC. Mrs. Arias was Vice President for Henry Communications, Inc prior to assuming the helm at HC Phone Service. In her prior capacity Mrs. Arias oversaw all aspects of the companies' telecommunications services, which include the provision of telephone service to residential customers. Moreover, she was responsible overseeing all contracts, finances, technical issues as well supervising employees in all departments of the company.

Furthermore, Mrs. Arias had a direct link with all vendors and providers of the telecommunication services that the company provided to its customers. In that respect, Mrs. Arias has the knowledge, contacts, and capability in providing services to their current customers in an efficient and effective manner.

If you need more information please call at (972) 406-9395

Sincerely,



Lorena Moncriafais
Personal Assistant.

Managerial And Technical Experience of Key Personnel

As a reseller, HC Phone Service will rely on the networks of its underlying carriers, but will fully perform the administration involved in initial customer contact, client relations and data processing. In addition to having experience in these critical administrative areas, the HC Phone Service Management team brings together considerable experience in the formation and development of new telecommunications ventures. The principals have previously worked together to start two different successful telecommunications companies. These individuals, evidenced by the companies they formed, have a proven record of being able to establish a new enterprise and develop it into a new and viable telecommunications entity. For a more complete look at the management team, the key personnel are listed below:

Maria del Pilar Arias - President, H C Phone Service, LLC

As the President for H C Phone Service, LLC, Mrs. Arias is responsible for the overall direction and operation of the company.

Mr. Arias has over 9 years experience in the telecommunications industry. Prior to her current position with H C Phone Service, Mrs. Arias was the Vice President of Henry Communications, Inc. While serving in that position, Mr. Arias had direct contact with various aspects of the company including overseeing all contracts, handling technical issues, and supervising employees in all departments of the company. During that time, Mrs. Arias established a direct link with telecommunications vendors and underlying providers of the telecommunications services that H C Phone Service will be providing to its customers.

Mrs. Arias has the knowledge, contacts, and proven capability to provide services to H C Phone Service's customers in an efficient and effective manner.

Henry Arias - Manager, H C Phone Service, LLC

As the Manager for H C Phone Service, LLC, Mr. Arias directs, implements, and controls the various departments pertaining to the provision of telephone service.

Mr. Arias brings to H C Phone Service over 9 years of experience in the telecommunications industry. Prior to his current position with H C Phone Service, Mr. Arias was the President of Henry Communications, Inc. While serving in that position, Mr. Arias was responsible for overseeing all contracts, handling technical issues, and supervising employees in all departments of the company. During that time, Mr. Arias established a direct link with telecommunications vendors and underlying providers of the telecommunications services that H C Phone Service will be providing to its customers.

Mr. Henry Arias has the knowledge, contacts, and proven capability to provide services to H C Phone Service's customers in an efficient and effective manner

STATE OF FLORIDA APPLICATION
FOR CERTIFICATE OF :
AUTHORITY TO PROVIDE
COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES

FILING NO _____

EXHIBIT 18 B
Technical Resumes

BY

Maria del Pilar Arias - President
H C Phone Service, LLC.
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
Telephone: 972-406-9395 Facsimile: 972-247-5646



HC PHONE SERVICE
2665 Villa Creek Dr
Suite 120
Dallas TX 75234
Phone (972) 406-9395
Fax (972) 247-5646

October 26,2004

Victor Payan – Technician

**As the technician for HC Phone Service, LLC, Mr. Payan is responsible
For the technical support and repairs of the company**

**Mr. Payan has 7 years of experience in technical support and repairs in the
Telecommunications industry prior to his current position with
HC Phone Service, LLC, Mr. Payan was the Technical Support and Repair
Supervisor of Merkafon Teleperformance while serving on that position,
Mr. Payan had direct contacts with various aspects of the company,
During that time, Mr. Payan has established a direct link with telecommunications,
Technical Support and Repairs Personnel**

**Mr. Payan has the experience, knowledge, and capability to handle with efficiency
any technical or repair problem**



HC PHONE SERVICE
2665 Villa Creek Dr
Suite 120
Dallas TX 75234
Phone (972) 406-9395
Fax (972) 247-5646

October 26,2004

Diego Avila – Technician

**As the technician for HC Phone Service, LLC, Mr. Avila is responsible
For the technical support and repairs of the company**

**Mr. Avila has 5 years of experience in technical support and repairs in the
Telecommunications industry prior to his current position with
HC Phone Service, LLC, Mr. Avila was the Technical Support and Repair
Manager of Merkafon Teleperformance while serving on that position,
Mr. Avila had direct contacts with various aspects of the company,
During that time, Mr. Avila has established a direct link with telecommunications,
Technical Support and Repairs Personnel**

**Mr. Avila has the experience, knowledge, and capability to handle with efficiency
any technical or repair problem**

STATE OF FLORIDA APPLICATION :
FOR CERTIFICATE OF :
AUTHORITY TO PROVIDE :
COMPETITIVE LOCAL EXCHANGE :
TELECOMMUNICATION SERVICES :

FILING NO _____

EXHIBIT 18 C
Financial Statement

BY

Maria del Pilar Arias - President
H C Phone Service, LLC.
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
Telephone: 972-406-9395 Facsimile: 972-247-5646



Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.800.432.1000
www.bankofamerica.com

Page 1 of 9
Account Number
EO P 0A Enclosures 0 50
Statement Period
09/01/04 through 09/30/04 0030485

00007926 2 AV 0.503 22 01099 001 SCM999 I123
H C PHONE SERVICE, LLC
2665 VILLA CREEK DR STE 120
DALLAS TX 75234-7353

Our free Online Banking service allows you to check balances, track account activity, pay bills and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

| | | | |
|------------------------------|---------------------------|------------------------------|--------------|
| Statement Period | 09/01/04 through 09/30/04 | Statement Beginning Balance | 152,296.54 |
| Number of Deposits/Credits | 122 | Amount of Deposits/Credits | 1,279,846.36 |
| Number of Withdrawals/Debits | 165 | Amount of Withdrawals/Debits | 1,250,501.34 |
| Number of Deposited Items | 264 | Statement Ending Balance | 181,641.56 |
| Number of Enclosures | 0 | Average Ledger Balance | 175,855.16 |
| Number of Days in Cycle | 30 | Service Charge | 75.20 |

Deposits and Credits

| Date Posted | Amount | Description | Bank Reference |
|-------------|-----------|--|-----------------|
| 09/01 | 48,990.10 | Deposit | 813008730286418 |
| 09/01 | 9,755.61 | Ace Cash Expres ;Des = cashcon ;ID = 00006980 Eff Date: 040901;Indn:H C Phone Co | 902542453357546 |
| 09/01 | 104.84 | Western Union ;Des = payments ;ID = 2025627104244 Eff Date: 040901;Indn:Hc Phone Services | 902542442542667 |
| 09/01 | 54.93 | Telehouse Inc-Cb;Des = telecheck ;ID = 44001555 Eff Date: 040901;Indn:Telehouse Inc-Cb | 902542442878807 |
| 09/02 | 9,574.00 | Deposit | 813009330804704 |
| 09/02 | 6,587.47 | Ace Cash Expres ;Des = cashcon ;ID = 00006980 Eff Date: 040902;Indn:H C Phone Co | 902542460496449 |
| 09/02 | 784.69 | Merchant Bankcd ;Des = deposit ;ID = 267840782887 Eff Date: 040902;Indn:Hc Phone Service | 902542460530553 |
| 09/02 | 109.85 | Telehouse Inc-Cb;Des = telecheck ;ID = 44001555 Eff Date: 040902;Indn:Telehouse Inc-Cb | 902542460067777 |
| 09/02 | 34.95 | Western Union ;Des = payments ;ID = 2025627104245 Eff Date: 040902;Indn:Hc Phone Services | 902542456292895 |
| 09/03 | 71,307.15 | Deposit | 813008730370404 |
| 09/03 | 5,595.00 | Ace Cash Expres ;Des = cashcon ;ID = 00006980 Eff Date: 040903;Indn:H C Phone Co | 902542473069862 |
| 09/03 | 772.56 | Merchant Bankcd ;Des = deposit ;ID = 267840782887 Eff Date: 040903;Indn:Hc Phone Service | 902542473095983 |



Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

1.800.432.1000
www.bankofamerica.com

HH

Page 1 of 9
Account Number
EO P 0A Enclosures 0 50
Statement Period
08/01/04 through 08/31/04 0023601

00006956 2 AV 0.503 22 01099 001 SCM999 I12
H C PHONE SERVICE, LLC
2665 VILLA CREEK DR STE 120
DALLAS TX 75234-7353

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. With Online Banking you can also view up to 18 months of this statement online! Enroll at www.bankofamerica.com/smallbusiness.

Business Economy Checking

Account Summary Information

| | | | |
|------------------------------|---------------------------|------------------------------|--------------|
| Statement Period | 08/01/04 through 08/31/04 | Statement Beginning Balance | 266,243.42 |
| Number of Deposits/Credits | 123 | Amount of Deposits/Credits | 1,297,893.81 |
| Number of Withdrawals/Debits | 198 | Amount of Withdrawals/Debits | 1,411,840.69 |
| Number of Deposited Items | 232 | Statement Ending Balance | 152,296.54 |
| Number of Enclosures | 0 | Average Ledger Balance | 245,944.03 |
| Number of Days in Cycle | 31 | Service Charge | 260.87 |

Deposits and Credits

| Date Posted | Amount | Description | Bank Reference |
|-------------|-----------|--|-----------------|
| 8/02 | 53,168.32 | Deposit | 813009330103989 |
| 8/02 | 5,263.12 | Ace Cash Expres ;Des = cashcon ;ID = 00006980 Eff Date: 040802;Indn:H C Phone Co | 902542152588990 |
| 8/02 | 728.57 | Merchant Bankcd ;Des = deposit ;ID = 267822124884 Eff Date: 040802;Indn:Hc Phone Service | 902542153637744 |
| 8/02 | 389.56 | Merchant Bankcd ;Des = deposit ;ID = 267822124884 Eff Date: 040802;Indn:Hc Phone Service | 902542152589755 |
| 8/02 | 357.23 | Merchant Bankcd ;Des = deposit ;ID = 267822124884 Eff Date: 040802;Indn:Hc Phone Service | 902542152599689 |
| 8/02 | 129.85 | Telehouse Inc-Cb;Des = telecheck ;ID = 44001555 Eff Date: 040802;Indn:Telehouse Inc-Cb | 902542152416705 |
| 8/02 | 54.94 | Western Union ;Des = payments ;ID = 2025627104212 Eff Date: 040802;Indn:Hc Phone Services | 902542152259937 |
| 8/03 | 74,979.50 | Deposit | 813009430871957 |
| 8/03 | 10,954.92 | Ace Cash Expres ;Des = cashcon ;ID = 00006980 Eff Date: 040803;Indn:H C Phone Co | 902542160506368 |
| 8/03 | 124.90 | Western Union ;Des = payments ;ID = 2025627104215 Eff Date: 040803;Indn:Hc Phone Services | 902542155390469 |
| 8/03 | 89.94 | Telehouse Inc-Cb;Des = telecheck ;ID = 44001555 Eff Date: 040803;Indn:Telehouse Inc-Cb | 902542160155285 |

H.C Phone Services
Income Statement
For the Six Months Ending June 30, 2004

| | <u>Current Month</u> | |
|--------------------------------|----------------------|---------|
| Gross Profit | <u>71,777.02</u> | 4.42 |
| Expenses | | |
| Wages Expense | 0.00 | 0.00 |
| Employee Benefit Programs Exp | 0.00 | 0.00 |
| Payroll Tax Expense | 0.00 | 0.00 |
| Bad Debt Expense | 0.00 | 0.00 |
| Income Tax Expense | 0.00 | 0.00 |
| Taxes 911 | 0.00 | 0.00 |
| Other Taxes Expense | 0.00 | 0.00 |
| Rent or Lease Expense | 0.00 | 0.00 |
| Stamp Machine | 0.00 | 0.00 |
| Land | 0.00 | 0.00 |
| Gabriel | 0.00 | 0.00 |
| Maintenance & Repairs Expense | 195.00 | 0.01 |
| Telephones Repairs | 0.00 | 0.00 |
| Utilities Expense | 0.00 | 0.00 |
| Office Supplies Expense | 35,600.13 | 2.19 |
| Telephone Expense | 0.00 | 0.00 |
| Serv. Telefono SBC | 0.00 | 0.00 |
| T-Mobile Phone Services | 253.90 | 0.02 |
| telephone exp tti | 0.00 | 0.00 |
| Other Office Expense | 76.00 | 0.00 |
| Cubes Moving | 0.00 | 0.00 |
| Advertising Expense | 0.00 | 0.00 |
| Publicidad | 0.00 | 0.00 |
| Commissions and Fees Expense | 0.00 | 0.00 |
| Comision Vendedores | 471.00 | 0.03 |
| Freight Expense | 0.00 | 0.00 |
| Service Charge Expense | 0.00 | 0.00 |
| legal & profesional services | 1,757.50 | 0.11 |
| Profesional Network | 11,340.00 | 0.70 |
| Legal & Profesional Regnum | 0.00 | 0.00 |
| Purchase Disc-Expense Items | 0.00 | 0.00 |
| Insurance Expense | 0.00 | 0.00 |
| Depreciation Expense | 0.00 | 0.00 |
| Gain/Loss - Sale of Assets Exp | 0.00 | 0.00 |
| Total Expenses | <u>49,693.53</u> | 3.06 |
| Net Income | <u>\$ 22,083.49</u> | 1.36 \$ |

H.C Phone Services
Income Statement
For the Six Months Ending June 30, 2004

| | Current Month | |
|-----------------------------|---------------------|---------------|
| Revenues | | |
| Professional Fees | \$ 49,269.85 | 3.03 \$ |
| Sales#1 Vendedores | 0.00 | 0.00 |
| MENSAJE | 3,583.25 | 0.22 |
| PICANTE | 39,448.00 | 2.43 |
| PT1\$05 | (81.65) | (0.01) |
| TELECENTAVOS | 1,067,057.23 | 65.64 |
| TEXAS PLUS | 3,556.50 | 0.22 |
| TEXAS SUPREME | 517.50 | 0.03 |
| TOTAL TALK | 4,758.00 | 0.29 |
| USA | 0.00 | 0.00 |
| YES YES | 326,684.45 | 20.10 |
| TLC 1800 | 17,369.00 | 1.07 |
| BLANCA | 6,547.50 | 0.40 |
| LA HONDURENA | (80.10) | 0.00 |
| RED\$05 | 61,869.00 | 3.81 |
| LA 8\$5 | 6,463.06 | 0.40 |
| LLAMA A MEXICO\$05 | 16,589.15 | 1.02 |
| DALLAS CENTRAL\$05 | 13,241.50 | 0.81 |
| TEXAS B | 8,948.00 | 0.55 |
| Sales of Materials | 0.00 | 0.00 |
| Venta Ace Cash | 0.00 | 0.00 |
| Card Service International | 0.00 | 0.00 |
| check process | 0.00 | 0.00 |
| Interest Income | 0.00 | 0.00 |
| Finance Charge Income | 0.00 | 0.00 |
| Other Income | 0.00 | 0.00 |
| Refund | (59.95) | 0.00 |
| Sales/Fees Discounts | 0.00 | 0.00 |
| Total Revenues | <u>1,625,680.29</u> | 100.00 |
| | | |
| Cost of Sales | | |
| Cost of Sales | 20,632.00 | 1.27 |
| Printing Contracts | 0.00 | 0.00 |
| Tramite Card Services | 0.00 | 0.00 |
| check tramite | 0.00 | 0.00 |
| MENSAJE | 3,242.23 | 0.20 |
| PICANTE | 16,344.80 | 1.01 |
| PT1\$05 | (81.65) | (0.01) |
| TELECENTAVOS | 1,070,323.40 | 65.84 |
| TEXAS PLUS | 3,377.55 | 0.21 |
| TEXAS SUPREME | 478.50 | 0.03 |
| TOTAL TALK | 4,578.15 | 0.28 |
| USA | (10.20) | 0.00 |
| YES YES | 337,164.30 | 20.74 |
| TLC 1800 | 27,159.20 | 1.67 |
| BLANCA | 6,182.40 | 0.38 |
| LA HONDURENA | (554.80) | (0.03) |
| RED\$05 | 24,310.09 | 1.50 |
| LA 8\$5 | 3,464.30 | 0.21 |
| LLAMA A MEXICO\$05 | 16,091.20 | 0.99 |
| DALLAS CENTRAL\$05 | 13,055.00 | 0.80 |
| TEXAS B | 8,146.80 | 0.50 |
| Cost of Sales-Salary & Wage | 0.00 | 0.00 |
| Inventory Adjustments | 0.00 | 0.00 |
| Total Cost of Sales | <u>1,553,903.27</u> | 95.58 |

For Management Purposes Only

H.C Phone Services
Balance Sheet
June 30, 2004

ASSETS

| | | |
|------------------------------|----|--------------|
| Current Assets | | |
| Checking Account | \$ | 910,545.58 |
| BANK OF AMERICA | | (869,433.37) |
| CHASE | | (32,543.29) |
| Accounts Receivable | | 310,951.87 |
| MENSAJE | | (16.39) |
| PICANTE | | (475.10) |
| PT1\$05 | | 117.15 |
| TELECENTAVOS | | (72,858.60) |
| TEXAS PLUS | | (400.20) |
| TEXAS SUPREME | | (66.00) |
| TOTAL TALK | | (365.70) |
| YES YES | | (29,855.10) |
| TLC 1800 | | 1,139.00 |
| BLANCA | | 2,991.15 |
| RED\$05 | | (1,899.72) |
| LA 8\$5 | | (482.80) |
| LLAMA A MEXICO\$05 | | 509.99 |
| DALLAS CENTRAL\$05 | | (1,050.00) |
| TEXAS B | | 1,153.20 |
| | | 217,961.67 |
| Total Current Assets | | |
| | | 217,961.67 |
| Property and Equipment | | |
| | | 0.00 |
| Total Property and Equipment | | |
| | | 0.00 |
| Other Assets | | |
| | | 0.00 |
| Total Other Assets | | |
| | | 0.00 |
| Total Assets | | |
| | \$ | 217,961.67 |

LIABILITIES AND CAPITAL

| | | |
|-----------------------------|----|----------------|
| Current Liabilities | | |
| Accounts Payable | \$ | 1,696,491.82 |
| | | 1,696,491.82 |
| Total Current Liabilities | | |
| | | 1,696,491.82 |
| Long-Term Liabilities | | |
| | | 0.00 |
| Total Long-Term Liabilities | | |
| | | 0.00 |
| Total Liabilities | | |
| | | 1,696,491.82 |
| Capital | | |
| Net Income | | (1,478,530.15) |
| | | (1,478,530.15) |
| Total Capital | | |
| | | (1,478,530.15) |
| Total Liabilities & Capital | | |
| | \$ | 217,961.67 |

STATE OF FLORIDA APPLICATION
FOR CERTIFICATE OF :
AUTHORITY TO PROVIDE
COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATION SERVICES :

FILING NO _____

EXHIBIT D
Price List No.1

BY

Maria del Pilar Arias - President
H C Phone Service, LLC.
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
Telephone: 972-406-9395 Facsimile: 972-247-5646

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICELIST

H C Phone Service, LLC

ISSUED: December 15, 2004

EFFECTIVE:

Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

This price-list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive telecommunications services provided by H C Phone Service, LLC. This price-list can be used as a guide and is on file with the Florida Public Service Commission (PSC). Copies may be inspected during normal business hours at the Company's principal place of business 2665 Villa Creek Dr., Suite 120, Dallas, TX 75234.

ISSUED: December 15, 2004

EFFECTIVE:

Issued By:

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2665 Villa Creek Dr., Suite 120
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CHECK SHEET

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

| Sheet | Revision | Sheet | Revision | Sheet | Revision |
|-------|----------|-------|----------|-------|----------|
| | | 30 | Original | | |
| 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 | | | | |
| 19 | Original | | | | |
| 20 | Original | | | | |
| 21 | Original | | | | |
| 22 | Original | | | | |
| 23 | Original | | | | |
| 24 | Original | | | | |
| 25 | Original | | | | |
| 26 | Original | | | | |
| 27 | Original | | | | |
| 28 | Original | | | | |
| 29 | Original | | | | |

ISSUED: December 15, 2004

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PRICE LIST FORMAT SHEET

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FL PSC. For example, the 4th revised Sheet 14. Because of various suspension periods, deferrals, Etc., the FL PSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a) 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 FL PSC, an updated check sheet Accompanies the Price List filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FL PSC.

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H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
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| Section 2 – Rules and Regulations | 10 |
| Section 3 – Basic Service Description and Rates | 35 |

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SYMBOLS SHEET

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

- D -** Delete or Discontinue
- I -** Change Resulting In An Increase to a Customer's Bill
- M -** Moved From Another Price-list Location
- N -** New
- R -** Change Resulting In A Reduction To A Customer's Bill
- T -** Change in Text Or Regulation But No Change In A Rate Or Charge

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H C Phone Service, LLC
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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this price-list for the competitive local exchange services of the Company are defined below:

Authorization Code: A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use its telecommunications services or is placed in a position by the Customer, either through acts or omissions.

Central Office: A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Customer: Normally referred to as the End-User or Subscriber, who is the person, firm, corporation or other entity which orders, service and is responsible for payment of charges due and compliance with the Company's price list regulations.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Company: H C Phone Service, LLC.

End-User: The person, firm, corporation or other entity, which orders Service and is responsible for the payment of charges and for compliance with the Company's price-list regulations, also referred to as the customer or subscriber. (Also see: Customer and Subscriber)

End-Users Line: An arrangement, which connects the customer's (also referred to as the subscriber or end-user) location to the Company's network switching center.

Enhanced 911 (E911) system: A system that establishes connections between customer installations (CIs) and constituent public service access points (PSAPs), provides automatic location information (ALI), and has provisions for selective routing.

Entrance Facility: The entrance to a building for both public and private network service cables (including antenna transmission lines, where applicable), including the entrance point at the building wall or floor, and continuing to the entrance room or entrance space

Exchange: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

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2665 Villa Creek Dr., Suite 120
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SECTION 1- DEFINITIONS, (Cont'd)

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intra-LATA Toll Messages: Those toll messages which originate and terminate within the same LATA.

LATA: A local Access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

LEC: A local telephone company, *i.e.*, a communications common carrier that provides local voice-grade telecommunications service under regulation within a specified service area.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Switching Center: The LEC switching center where telephone exchange service End-User station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Message: A completed telephone call.

Non-Recurring Charges: The one-time initial charges for local exchange services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time when a Service Order is executed.

Off-Hook: The active condition of switched access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange signaling feature which allows Co-Carriers to exchange call control and signaling information over a communications path which is separate from the message path.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

PSC: Florida Public Service Commission may also be shown as FPSC, or simply as the Commission.

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2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 1- DEFINITIONS. (Cont'd)

Recurring Charges: The monthly charges to the Customer for services, facilities, and equipment, which continues for the agreed upon duration of the service agreement, or longer if the agreement is renewed, by the Customer.

Service Charge: Is a nonrecurring charge or charges applying to the ordering, installing, moving, rearranging or furnishing of telecommunications services or facilities.

Service Order: The written request for local telecommunication services executed by the Customer and the Company in a format devised by the Company.

Services: The Company's telecommunications competitive local exchange services offered on the Company's leased network.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this price-list are furnished for competitive local exchange service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in Accordance with the terms and conditions set forth under this price-list. The Company may act as the Customer's agent for ordering 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 End-User's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

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

The Company warrants service levels at 99.9% completion of all calls made within the Company's local calling area.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price-list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time.

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2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1 Undertaking of the Company, (Cont'd)****2.1.2 Shortage of Equipment or Facilities, (Cont'd)**

- C. The provisioning and restoration of service in emergencies shall be in Accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the subscriber, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price-list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in Accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1 Undertaking of the Company, (Cont'd)****2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the finishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price-list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price-list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1 Undertaking of the Company, (Cont'd)****2.1.4 Liability of the Company, (Cont'd)**

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with competitive local exchange services; or (b) for the acts or omissions of other Customers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Exchange Company shall be deemed to be agents or employees' of the Company.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1. Undertaking of the Company, (Cont'd)****2.1.4. Liability of the Company, (Cont'd)**

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price-list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the End-User or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price-list.
- I. (Reserved for Future Use)
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1 Undertaking of the Company, (Cont'd)**2.1.4. Liability of the Company, (Cont'd)

- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

- M. Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, 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 its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. 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, that 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 and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1. Undertaking of the Company, (Cont'd)

2.1.5. Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many End-Users' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6. Provisions of Equipment and Facilities

- A. The Company shall 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 shall not be liable for any delays in commencing service to any Customer.
- B. 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, rearrange, disconnect, 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.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1. Undertaking of the Company, (Cont'd)****2.1.6. Provisions of Equipment and Facilities, (Cont'd)**

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price-list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price-list and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. The reception of signals by Customer-provided equipment; or
 3. Network control signaling where Customer performs such signaling provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.1. Undertaking of the Company, (Cont'd)****2.1.6 Provisions of Equipment and Facilities, (Cont'd)**

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Competitive local exchange services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7. 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.

2.1.8. Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price-list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1. Undertaking of the Company, (Cont'd)

2.1.8. Special Construction (Cont'd)

- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Local exchange service will be determined on an individual use basis.

2.1.9. Ownership of Facilities

Title to all facilities provided in Accordance with this price-list remains in the Company, its agents, contractors or suppliers.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.3 Obligations of the Customer****2.3.2. The Customer shall be responsible for:**

- A. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide competitive local exchange services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.3. Obligations of the Customer, (Cont'd)****2.3.1. The Customer shall be responsible for, (Cont'd):**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.3. Obligations of the Customer, (Cont'd)****2.3.2. Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.3 Customer Equipment and Channels****2.4.1. General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.4. Customer Equipment and Channels, (Cont'd)****2.4.3. Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing competitive local exchange services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Competitive local exchange services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price-lists or price lists of the other communications carriers, which are applicable to such connections.

2.4.4. Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 26 - RULES AND REGULATIONS, (Cont'd)**2.5 Billing and Collection of Charges****2.5.1. Minimum Period of Service**

The minimum period for which Customer Service is provided and for which charges are applicable is one (1) month, which for billing is a period of thirty (30) consecutive days.

2.5.2. Payment of Charges

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

- A. Unless otherwise specified herein, bills are due and payable upon receipt the payment of all applicable charges pursuant to this price-list.
- B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price-list attributable to services established, provided, or discontinued during the preceding billing period. Billing statements are issued monthly and include local service for one month in advance, appropriate charges for long distance calls and other charges incurred since the previous billing. The bills are mailed on the last day of the month for the next month's service.
- C. A residential subscriber may designate a third party to receive a copy of any "Shut Off Notice."

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 27 - RULES AND REGULATIONS, (Cont'd)**2.5. Billing and Collection of Charges, Cont'd**

- D. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.
- E. If a service is disconnected by the Company in Accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges

2.5.3. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, Access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Competitive local exchange services. All such taxes shall be separately designated on the Company's invoices.

2.5.4. Arrangements

- A. Suspension of service may be delayed when a "Delayed Payment Agreement" has been entered into with the Company. The arrangement is available through the Company's local business office.
- B. Residential customers may qualify for a "Extended Due Date Plan". A qualifying subscriber's billing statement due date may be changed to coincide with or follow the subscriber's receipt of income. The following subscribers may for the plan:
 - a. Persons receiving Aid to Families with Dependent Children (AFDC), Social Security Disability (SSD), or Supplemental Security Income.
 - b. Also, persons whose primary source of income is Social Security or Veterans Administration disability or retirement benefits.

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EFFECTIVE:

Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**Billing and Collection of Charges, (Cont'd)****2.5.5 Billing Disputes and/or Claims:**

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

2.5.6 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 30 days' prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.5. Billing and Collection of Charges, Cont'd****2.5.6 Refusal and Discontinuance of Service, (Cont'd)**

- E. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.E. 1(a-f), if:
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Customer communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications services, or its planned use of the Company's service(s); or

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.5. Billing and Collection of Charges, Cont'd****2.5.6. Refusal and Discontinuance of Service, (Cont'd)**

- E. (Cont'd)
1. (Cont'd)
- (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in Accordance with Section 2.5.4.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Customer communications services to which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price-list charges for the service by:
 - (I) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price-list, or
 - (II) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
 - (III) Any other fraudulent means or devices.
2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.5. Billing and Collection of Charges, Cont'd****2.5.6. Refusal and Discontinuance of Service, (Cont'd)****F. (Cont'd)**

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in Accordance with Section 2.5.4.A.
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price-list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

H. Access to 911 will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

2.5.7. Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.6. Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price-list by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the price-list and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to the Company. A Service Outage ends when the affected line or circuit and/or associated Company equipment is fully operational in Accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by a Customer; (ii) due to failure of equipment provided by the Customer; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain Access to the Customer 's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off Net facility outages, which affects the Customer's local exchange services, will be passed through to the Customer in the form of a credit on the next invoice.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.6. Allowances for Interruptions in Service, (Cont'd)****2.6.1 Credit Allowance Formula:**

The customer shall be credited for an interruption of more than twenty-four hours as Follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

“A” - outage time in hours

“B” - 720 hours in month

“C” - total monthly charge for affected facility

2.6.2. Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price-list by, the Customer, Authorized User, Joint-User, or other Customer providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Customers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free Access to its facilities and, equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 2 - RULES AND REGULATIONS, (Cont'd)**2.7. Transfers and Assignments**

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

2.8. Notices and Communications

- 2.8.1. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2. The Company shall designate on the Service Order and each bill for service to the Customer an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3. All notices or other communications required to be given pursuant to this price-list shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**3.0. General**

This section contains the specific regulations governing the rates and charges that apply for the Company's competitive local exchange services.

There are three types of rates and charges that apply to local exchange service:

- 3.0.1. Non-Recurring Charges: One-time charges that apply for a specific work activity.
- 3.0.2. Recurring Charges: Fixed charges apply each month and depend on the number and type of lines and/or facilities in place.
- 3.0.3 Usage Charges: Toll charges that are applied on a per access minute basis to a subscribers monthly billing statement. Usage rates are accumulated over a monthly period.

3.1 . Service Orders

This section sets forth the regulations and order related non-recurring charges for Service Orders for local exchange service, as defined in this price-list. These charges are in addition to other applicable charges set forth in other sections of this price-list.

3.1.1. Ordering Conditions

Unless otherwise specified herein, all services offered under this price-list shall be ordered using a service order. The format and terms of the service order will be as specified in the service order, unless otherwise specified herein. An Customer may order any number of services of the same type and between the same premises on a single service order. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Customer Service, the Customer shall provide the following minimum information:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (Cont'd)

3.2 Service Orders, (Cont'd)

3.3

3.2.1. Ordering Conditions, (Cont'd)

D. Signature and date on the initial ordering form showing the transfer of local services was made at the Customers request.

3.2.2. Provision of Other Services

Unless otherwise specified herein, all services offered under this price-list shall be ordered with a service order. With the agreement of the Company, other services may subsequently be added to the service order at any time, up to and including the service date for the Customer service.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)**3.2 Service Orders, (Cont'd)****3.2.3 Service Order Intervals**

When a Customer requests new or additional service, one or more service orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

A. Single Line Date Intervals

Single Line service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a service order due date contingent on the service order being complete as received. To the extent the service can be made available with reasonable effort, the Company will provide single line service in accordance with the Customer's requested interval, subject to the following conditions:

A.1. Standard Interval

The Standard Interval for single line service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer that is On-Net and at a location(s) where there are pre-existing facilities to the Customer premises. Competitive local exchange services provided under the Standard Interval will be installed during Company business hours.

A.2. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- a The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)**3.2 Service Orders, (Cont'd)****3.2.3 Install Service Date Intervals, (Cont'd)****A.2. Negotiated Interval (Cont'd)**

- b There is no existing facility connecting the Customer Premises with the Company; or
- c The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- d The Company determines that service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of local exchange services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)**3.2. Service Order, (Cont'd)****3.2.4. Customer Request Modifications**

The Customer may request a modification of its service order prior to the Service Commencement Date. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

3.2.5. Quality of Service

As a reseller, the quality of service provided to the company's end users will be equal to that received from the company's underlying carrier.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES, (Cont'd)**3.2. Service Order Charge, (Cont'd)**

| | Non-Recurring | |
|------------------------------|---------------|-------------|
| | Residential | |
| | First | Additional |
| Per Installation Order: | \$75.00 | \$75.00 |
| Per Disconnect Order: | \$25.00 | \$25.00 |
| Per Move or Change Order: | \$75.00 | \$75.00 |
| Special Construction (other) | ICB | ICB |
| | Business | |
| | First | Additional |
| Per Installation Order : | \$100.00 | \$100.00 |
| Per Disconnect Order: | \$35.00 | \$35.00 |
| Premise Work Charge | Business | Residential |
| Per Increment | \$12.00 | \$12.00 |

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.2. Rates and Charges****3.2.6. Single line Residence and Business Line Monthly Rate**

The single line is the primary sold on a monthly basis

- A. The basic single line for Residence and Business service is provided at the following rate:

| | Residence | Business |
|---------------|-----------|----------|
| Base Service* | \$15.00 | \$31.00 |

*Base service includes 911, and 0+, Operator Assistance

| Added Features: | Residence | Business |
|-----------------------------|-----------|----------|
| Call Waiting | \$ 6.00 | \$ 6.00 |
| Three-Way Calling | \$ 6.00 | \$ 6.00 |
| Call Forwarding | \$ 7.50 | \$ 7.50 |
| Everything Features Service | \$15.50 | \$15.50 |

3.2.7 Multi-line line Residence and Business Line Monthly Rate

- A. The Multi-line for Residence and Business service is provided at the following rate:

| | Residence | Business |
|------------------------|-----------|----------|
| Fist Line* | \$15.00 | \$45.00 |
| Multi-Line (per line)* | \$14.00 | \$31.00 |

*Service includes 911, and 0+, Operator Assistance

| Added Features (per line) | Residence | Business |
|---------------------------|-----------|----------|
| Call Waiting | \$ 6.00 | \$ 6.00 |
| Three-Way Calling | \$ 6.00 | \$ 6.00 |
| Call Forwarding | \$ 7.50 | \$ 7.50 |
| Everything Features | \$15.50 | \$15.50 |

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
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SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)

3.2. Rates and Charges

3.2.8. Optional Rate Plans

(Reserved for future use)

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H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.2 Rates and Charges****3.2.9. Late Payment Charges**

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

3.2.10. Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

3.2.11. Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

3.2.12 Premises Work Charge Application

- A. Premises Work Charges apply per Customer request, per Company. If on Company network, a Company employee will be dispatched. If on LEC network, a LEC employee will be dispatched. Said employees will perform billable work on the Customer's Premises. The sum of their time is used to determine the number of fifteen (15) minute increments to be billed. A minimum of two (2) initial increments will be billed per Customer request, except when the Customer specifically request more employees than the Company, or LEC, would normally dispatch. Where additional employees are specifically requested by the Customer, the initial increment charge will also apply per additional Company or LEC employees specifically requested.
- B. Premises Work Charge apply:
 - 1. For, but not limited to, rearrangement of drop wire, protector and/or network interface.
- C. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a Network Interface at the Customer's request on existing service.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.2 Rates and Charges****3.2.13. Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price-listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.2 Rates and Charges****3.2.13 Directory Assistance Service**

- A. Directory Assistance – request of a telephone number – (maximum of two request per call)
1. Within the Company's local calling are for the originating line: \$00.76 per call
 2. Outside the Company's local and LATA/NPA serving area for the originating line: \$1.25
 3. Directory Assistance for Public Service Providers. All calls to Directory Assistance: \$00.35
 4. Subscribers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability. See 3.3 for TRS.
- B. Billing Surcharge for call originating from other than payphone provider lines:
1. Station-to-Station customer dialed calling (credit Card) calls, each: \$1.10
 2. Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$2.10
 3. Person-to-person operator assisted calls, each: \$3.60
- C. Billing Surcharge for calls originating from payphone provider lines:
1. Station-to-Station customer dialed calling (credit Card) calls, each: \$2.00
 2. Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each: \$2.10
 3. Person-to-person operator assisted calls, each: \$3.75
- D. Operator Dialed Surcharge:
1. Station-to-station operator assisted or person-to-person-operator assisted calls (excluding those billed to credit cards) where the operator dials the terminating number, each: \$1.00

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.2. Rates and Charges****3.2.14. Contracts**

The Company may provide any of the services offered under this price-list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price-list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

3.2.15. Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and will be part of this tariff.

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Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234

SECTION 3 - LOCAL EXCHANGE SERVICE RATES, (Cont'd)**3.3. Telecommunications Relay Service**

The Telecommunications Relay Service (TRS) enables standard voice telephone users to talk to people who have difficulty hearing or speaking on the telephone. Telecommunications Relay Service (TRS) operators, called communications assistants, are available 24 hours daily, seven days a week. When a qualified disabled individual places a call using a TTY phone through this service, a communications assistant will convert spoken words into typed words, so that anyone who has difficulty hearing on the phone can read the conversation. The non-disabled party of the phone conversation can answer the disabled participant verbally, or type a response that a communications assistant reads to the non-disabled individual.

3.3.1. TRS Directory Assistance

There shall be no charge for any calls per billing cycle from lines or trunks serving individuals with disabilities.

3.3.2. IntraLATA TRS Toll And Nonrelay Toll for the Disabled

For intraLATA toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate. For a voice nonrelay call where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

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Issued By:

Maria del Pilar Arias - President
H C Phone Service, LLC
2665 Villa Creek Dr., Suite 120
Dallas, TX 75234
