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Ms. Blanca Bayo, Director  
Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

RE: Initial Local Price List for **National Telecom and Broadband Services, LLC**  
**Company Code: TX658**

Dear Ms. Bayo:

Enclosed for filing are the original and two (2) copies of the initial Local Exchange Services Price List submitted on behalf of National Telecom and Broadband Services, LLC.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

Any questions regarding this application or tariff should be directed to my attention at (407) 740-3008 or via email to [cneeld@tminc.com](mailto:cneeld@tminc.com). Thank you for your assistance in this matter.

Sincerely,

Craig Neeld  
Consultant to National Telecom

CN/ks

cc: Mark Mansour, National Telecom  
file: National Telecom - FL Local  
tms: FLL0601a

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LOCAL EXCHANGE SERVICES

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TITLE PAGE

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of services and facilities for telecommunications services provided by National Telecom and Broadband Services, LLC with its principal office at 2626 East Oakland Park Blvd., Fort Lauderdale, Fl 33306. This Price List is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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Effective: September 29, 2006

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LOCAL EXCHANGE SERVICES

CHECK SHEET

Pages of this Price List, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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 page.

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
5	Original	*	35	Original	*	65	Original	*
6	Original	*	36	Original	*	66	Original	*
7	Original	*	37	Original	*	67	Original	*
8	Original	*	38	Original	*	68	Original	*
9	Original	*	39	Original	*	69	Original	*
10	Original	*	40	Original	*	70	Original	*
11	Original	*	41	Original	*	71	Original	*
12	Original	*	42	Original	*	72	Original	*
13	Original	*	43	Original	*	73	Original	*
14	Original	*	44	Original	*	74	Original	*
15	Original	*	45	Original	*			
16	Original	*	46	Original	*			
17	Original	*	47	Original	*			
18	Original	*	48	Original	*			
19	Original	*	49	Original	*			
20	Original	*	50	Original	*			
21	Original	*	51	Original	*			
22	Original	*	52	Original	*			
23	Original	*	53	Original	*			
24	Original	*	54	Original	*			
25	Original	*	55	Original	*			
26	Original	*	56	Original	*			
27	Original	*	57	Original	*			
28	Original	*	58	Original	*			
29	Original	*	59	Original	*			
30	Original	*	60	Original	*			

\* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this price list for the purpose indicated below:

- (D) - - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (T) - To signify a change in text but no change in rate or regulation.

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PRICE LIST FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Price list. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4<sup>th</sup> Revised Page 15 cancels the 3<sup>rd</sup> Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.A.1

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by National Telecom and Broadband Services, LLC, hereinafter referred to as the Company, to customers within the State of Florida.

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SECTION 1 - DEFINITIONS

Access Line - A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment - Part or all of a payment required before the start of service.

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

Business Customer - In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call - A completed connection established between a calling station and one or more called stations.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Florida Public Service Commission.

Company - National Telecom and Broadband Services, LLC, the issuer of this price list.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

ILEC - Incumbent Local Exchange Company.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 1 – DEFINITIONS, (CONT'D.)**

Joint User - A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or (LEC) - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges or NRCs - One-time charges most often associated with installation, ordering, or account establishment.

Recurring Charges (MRCs) - The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Florida. 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.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities described herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**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 any 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 to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 General Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 – 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 furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. 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 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 any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company, (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. 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.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer 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 negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- H. The entire liability 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. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this price list (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will 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 Customers' 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.6 Provision 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. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the 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.
- 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 it was provided by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- E. The Customer shall be responsible for the payment of a Premises Visit Charge as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.
  
- 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. Subject to this responsibility, 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; or
  - 2. the reception of signals by Customer-provided equipment.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Price list does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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## SECTION 2 – REGULATIONS, (CONT'D.)

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

## 2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this price list, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this price list; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.9 Special Construction

Subject to the agreement 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. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

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

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SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this price list shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose 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 that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- 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.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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LOCAL EXCHANGE SERVICES

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## SECTION 2 – REGULATIONS, (CONT'D.)

## 2.3 Obligations of the Customer

## 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. 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 gross negligence or intentional misconduct of the employees or agents of the Company;
- 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 premises of the Customer, 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 conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all 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 borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 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's 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 prior to any construction or installation work;

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- 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 under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – 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, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees, for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 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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**SECTION 2 – REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

**2.4.2 Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
  
- 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 to 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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SECTION 2 – 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 Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication 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 of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- 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 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.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

**2.5.2 Billing and Collection of Charges**

- A. Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. A late payment charge of 1.5% per month or the highest interest rate which may be applied under state law for commercial transactions will be assessed to any balance carried forward to the next month's bill.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Advance Payments**

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

**2.5.4 Deposits**

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Deposits will accrue interest annually at the rate of 7% per annum. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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## SECTION 2 – REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.5 Cancellation of Service for Cause

A. The Company may without notice either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

1. Abandonment of the service
2. Failure of a subscriber to make suitable deposit as required by this Price list.
3. Impersonation of another with fraudulent intent.
4. Listening in on party line conversations.
5. Non-payment of any sum due for exchange, long distance or other services.
6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing or delaying the telephone service of others.
7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
8. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service.
9. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Long Distance Message Telephone Service by rearranging, tampering with or making connection with any facilities of the Company, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
10. Any other violation of the Company's regulations.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Cancellation of Service for Cause, (Cont'd.)

- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
  
- C. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this Price list, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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## SECTION 2 – REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.6 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. 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 incurred by the Company, 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 levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

## 2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.6 Adjustments and Allowances for Interruptions**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

**2.6.1 Limitation on Allowances**

- A. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of non payment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List.
- B. No credit allowances will be made for:
  - 1. interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
  - 2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Adjustments and Allowances for Interruptions, (Cont'd.)

2.6.1 Limitation on Allowances, (Cont'd.)

- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power;
- E. 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;
- F. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- G. 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;
- H. due to circumstances or causes beyond the control of Company; and
- I. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- J. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.6.2 Use of Another Means of Communications

- A. If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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## SECTION 2 – REGULATIONS, (CONT'D.)

## 2.6 Adjustments and Allowances for Interruptions, (Cont'd.)

## 2.6.3 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:
  - 1. If interruption continues for less than twenty-four (24) hours, 1/30th of the monthly rate will be credited if it is the first interruption in the same billing period. If there was a previous interruption of at least twenty-four (24) hours in the same billing period 2/30ths of the monthly rate will be credited.
  - 2. If interruption continues for more than twenty-four (24) hours and if caused by storm, fire, flood or other conditions out of the Company's control, 1/30<sup>th</sup> of the monthly rate for each twenty-four (24) hours of interruption.
  - 3. For other interruptions, 1/30<sup>th</sup> of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.
  - 4. Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.
- D. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.7 Cancellation of Service**

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then-current term commitment discounted at a rate determined by the Commission;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.8 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:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this price list will 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 placement 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.
- 2.9.4 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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SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Taxes, Surcharges and Fees

2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this price list. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.10.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

National Telecom And Broadband Services, LLC  
2400 East Commercial Boulevard, Suite 720  
Ft. Lauderdale, Florida 33308  
954-771-7608

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Florida Public Service Commission

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.13 Levels of Service Quality Objectives**

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

**2.13.1 Limitations**

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in Section 2 of this Price List.

**2.13.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all price list requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.13 Levels of Service Quality Objectives (Cont'd.)****2.13.3 Maintenance and Repairs**

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

**2.13.4 Grade of Service**

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 General**

Spectrotel will provide Local Exchange Service in the State of Florida as specified herein. Spectrotel will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies.

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this price list;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and State price lists, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The Company provides access to operator services, "911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

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 LOCAL EXCHANGE SERVICES
 

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

## 3.3 Rate Groups

Charges for local services provided by the Company in certain areas may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

Local calling areas, Rate Group, and Band assignments are equivalent to those specified in BellSouth Telecommunications, Inc., Florida General Subscriber Service Tariff ("GSST").

In the event that an Incumbent LEC or the Florida Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to Spectrotel Customers who purchase services under this price list.

## BellSouth Rate Group Equivalents

<u>Rate Group</u>	<u>Exchange Access Lines and PBX Trunks</u> <u>In Local Calling Area - Upper Limit</u>
1	up to 2,000
2	2,001 to 7,000
3	7,001 to 22,000
4	22,001 to 55,000
5	55,001 to 120,000
6	120,001 to 195,000
7	195,001 to 280,000
8	280,001 to 375,000
9	375,001 to 450,000
10	450,001 to 550,000
11	550,001 to 700,000
12	700,001 +

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Exchange Access Service****3.4.1 General**

- 3.4.1.1 Exchange Access Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Exchange Access Service lines or trunks are provided for connection to Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line or trunk hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.
- 3.4.1.2 Exchange Access Service lines and trunks are provided on a single party (individual) basis only. No multi-party lines or trunks are provided. PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.
- 3.4.1.3 Service is available on a measured or message rate basis.
- 3.4.1.4 Recurring charges for Exchange Access Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line or trunk. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Basic Local Service Offerings (Cont'd)****3.4.2 Business Local Exchange Service**

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

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

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Optional Calling Features****3.5.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**3.5.2 Feature Descriptions**

Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

Three Way Calling - Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Call Waiting - Basic - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Speed Calling - Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.5 Optional Calling Features, (Cont'd.)

## 3.5.2 Feature Descriptions, (Cont'd.)

Call Forwarding Busy Line, Basic - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

Call Forwarding Don't Answer, Basic - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

Call Forwarding Don't Answer w/ Ring Control - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

Call Forwarding Busy Line w/ Customer Control - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

Call Forwarding Don't Answer w/ Customer Control - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.

Call Forwarding Multipath - This feature provides customers who subscribe to Call Forwarding Busy Line, Call Forwarding Don't Answer, Customer Control of Call Forwarding Busy Line, Customer Control of Call Forwarding Don't Answer, Call Forwarding Variable, or Remote Access to Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded to another telephone number.

Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.5 Optional Calling Features, (Cont'd.)

## 3.5.2 Feature Descriptions, (Cont'd.)

Call Waiting - Deluxe - Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have call Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

Three Way Calling with Transfer - This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.5 Optional Calling Features, (Cont'd.)

## 3.5.2 Feature Descriptions, (Cont'd.)

Star 98 Access - Star 98 Access is an optional network feature which allows subscribers to dial \*98 to access a service. Generally subscribers use this feature to access their local voice mail service from their home or business telephone line. Star 98 Access is only available to subscribers on lines which are equipped with a version of Call Forwarding Don't Answer. Star 98 Access may not be compatible with all auxiliary calling features.

Anonymous Call Rejection - Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

Distinctive Ring - This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

Call Block - Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

Call Return - allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Optional Calling Features, (Cont'd.)****3.5.2 Feature Descriptions, (Cont'd.)**

Call Selector - Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

Call Tracing - Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

Caller ID - Basic - Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

Caller ID - Deluxe - Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

Hunting - the Company offers basic "serial hunting," which defaults to the next available trunk within a group, when the prior trunk is busy.

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.5 Optional Calling Features, (Cont'd.)

## 3.5.2 Feature Descriptions, (Cont'd.)

Preferred Call Forwarding - Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

Remote Call Forwarding - Remote Call Forwarding (RCF) is a local exchange telecommunications service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8XX Service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF Customer pays the applicable charges for the forwarded portion of the call.

Remote Call Forwarding service is offered subject to availability of suitable facilities. Remote Call Forwarding service is not offered where the terminating station is a coin telephone. The Company will not provide identification of the originating telephone number to the RCF Customer. Transmission characteristics may vary depending on the distance and routing necessary to complete the remotely forwarded call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Each Remote Call Forwarding feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously.

Repeat Dialing - Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Complete Choice Package

Complete Choice Package is a business line with Class Features included, except voicemail and hunting. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer.

Recurring charges for Complete Choice Package are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Directory Assistance and Listing Services

3.6.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.6 Directory Assistance and Listing Services, (Cont'd.)****3.13.2 Directory Listings****A. General**

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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LOCAL EXCHANGE SERVICES

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.6 Directory Assistance and Listing Services, (Cont'd.)

## 3.13.2 Directory Listings, (Cont'd.)

## B. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

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LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Directory Assistance and Listing Services, (Cont'd.)

3.13.2 Directory Listings, (Cont'd.)

C. Nonlisted Service

Nonlisted service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

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LOCAL EXCHANGE SERVICES

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.7 Local Operator Services

3.7.1 Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges.

## 3.7.2 Operator Service Call Types

Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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LOCAL EXCHANGE SERVICES

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## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.7 Local Operator Services, (Cont'd.)

## 3.7.3 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

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**LOCAL EXCHANGE SERVICES**

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)****3.7 Local Operator Services, (Cont'd.)****3.7.4 Operator Dialed Surcharge**

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and other applicable operator service charges.

**3.7.5 Partially Automated Surcharge**

This charge applies to Operator assisted Station to Station calls (including those billed to calling cards) where the customer dials the terminating number, and elects to have the Operator handle the billing method. This charge is in addition to local usage charges and other applicable operator service charges.

**3.7.6 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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LOCAL EXCHANGE SERVICES

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SECTION 4 - RATES

4.1 Application of Rates and Charges

All services offered in this price list are subject to Service Order, Nonrecurring, Monthly Recurring, and Usage Charges.

4.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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## SECTION 4 - RATES, (CONT'D.)

## 4.1 Application of Rates and Charges, (Cont'd.)

## 4.1.2 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide, associated with each NPA-NXX combination .
- B. The airline distance between any two rate centers is determined as follows:
- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- C. The formula for distance calculations is:

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SECTION 4 - RATES, (CONT'D.)

4.1 Application of Rates and Charges, (Cont'd.)

4.1.3 Rate Periods for Time of Day Sensitive Services

- A. For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this price list:

	MON	TUES	WED	THUR	FRI	SAT	SUN	
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD							
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD							EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD							

\* Up to but not including.  
Peak - 8:00 AM to, but not including 8:00 PM M-F (excluding holidays)  
Off-Peak - All other times.

- B. Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- C. For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 4 - RATES, (CONT'D.)

4.1 Application of Rates and Charges, (Cont'd.)

4.1.4 Discounted Pricing Plans

The rates identified in this price list are base rates. Except as otherwise noted, the discounts herein are applied to the base rates.

Current discount, all service plans 0%

A. Limitations

Discounts will not be applied to any service priced on a contract or individual case basis. The following services and/or charges are not eligible for discounted pricing:

- End User Common Line charge
- End User Port Charge
- Directory Assistance
- Operator Services
- Usage Sensitive Features

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## SECTION 4 - RATES, (CONT'D.)

## 4.2 Service Charges and Surcharges

## 4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this price list.

<u>Line Change Charge</u>	<u>Residential</u>	<u>Business</u>
First Line	\$40.71	\$62.00
Each Additional Line	\$12.00	\$12.00
Secondary Service Order Charge	\$10.00	\$19.00

## 4.2.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
One Hour Minimum	\$90.00	\$90.00
Each Additional Hour Increment	\$90.00	\$90.00

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**LOCAL EXCHANGE SERVICES**

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**SECTION 4 - RATES, (CONT'D.)****4.2 Service Charges and Surcharges, (Cont'd.)****4.2.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residential</u>	<u>Business</u>
Per occasion	\$23.00	\$38.00

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## SECTION 4 - RATES, (CONT'D.)

## 4.3 Basic Local Service Rates

## 4.3.1 Business Local Exchange Service Lines

## A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. Rates and charges include touchtone service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	FLAT RATE BUSINESS LINE
Group 1	\$22.95
Group 2	\$23.95
Group 3	\$25.95
Group 4	\$26.95
Group 5	\$27.75
Group 6	\$29.50
Group 7	\$30.50
Group 8	\$30.95
Group 9	\$32.95

## B. Usage Sensitive Charges and Allowances

## 1. Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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## SECTION 4 - RATES, (CONT'D.)

## 4.3 Basic Local Service Rates

## 4.3.1 Business Local Exchange Service Lines (Cont'd)

## C. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this price list. All such charges will appear on the next bill following installation of the service.

Nonrecurring charges for installation of Business lines are:

First Line	\$56.00
Each Additional Line <sup>1</sup>	\$56.00

## D. Disconnection Fee

The Disconnection Fee provides order processing and administrative assistance to the end user for the transfer of service to a new retail service provider. Customers must provide 30 days notice to disconnect service.

Per Line	\$56.00
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<sup>1</sup> Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

## LOCAL EXCHANGE SERVICES

## SECTION 4 - RATES, (CONT'D.)

## 4.4 Custom Calling Features

## 4.4.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

<u>Optional Calling Features</u>	<u>Business</u>
Call Forwarding Variable – Line	\$4.50
Call Forwarding Variable – Trunk	\$5.25
Three Way Calling	\$4.00
Call Waiting	\$5.25
Speed Calling ( 8-code) – Line	\$3.75
Speed Calling ( 8-code) – Trunk	\$2.25
Speed Calling ( 30-code) – Line	\$4.25
Speed Calling ( 30-code) – Trunk	\$3.75
Call Forwarding Busy Line	\$3.50
Call Forwarding Don't Answer	\$3.50
Call Forwarding Don't Answer-Ring Control	\$3.50
Customer Control of Call Forwarding Busy Line	\$6.00
Customer Control of Call Forwarding Don't Answer	\$6.00
Call Forwarding Multipath	\$3.50
Remote Access-Call Forwarding Variable	\$7.50
Three-Way Calling with Transfer – Monthly	\$5.25
Three-Way Calling with Transfer – Per Use	\$0.90
Star 98 Access	\$2.00
Anonymous Call Rejection	\$4.00
Distinctive Ring I	\$7.50
Distinctive Ring II	\$9.00
Call Block	\$4.95
Call Return - Monthly	\$5.95
Call Return, per use	\$0.90
Call Selector	\$4.95
Call Tracing – Monthly	\$7.00
Call Tracing, per use	\$3.00

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## SECTION 4 - RATES, (CONT'D.)

## 4.4 Custom Calling Features, (Cont'd.)

## 4.4.1 Features Offered on Monthly Basis, (Cont'd.)

Caller ID Basic	\$8.25
Caller ID Deluxe with ACR	\$8.25
Enhanced Caller ID with ACR	\$12.75
Hunting	\$7.50
Message Waiting Indicator	\$0.75
Preferred Call Forwarding	\$4.50
Remote Call Forwarding	\$12.00
Repeat Dialing – Monthly	\$4.50
Repeat Dialing, per use	\$0.90
Selective Call Acceptance	\$4.00
Surrogate Client Number	\$3.00

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**SECTION 4 – RATES, (CONT'D.)****4.5 Complete Choice Package****4.5.1 Features Offered on Monthly Basis**

The following calling features are offered to Complete Choice Package customers and are included in the price of their service. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

<u>Optional Calling Features</u>	<u>Business</u>
1 Line	\$39.95
2 Lines	\$79.95
3 Lines	\$119.95
4 Lines	\$149.95
5 Lines	\$184.95
6 Lines	\$204.95
7 Lines	\$233.95
8 Lines	\$261.95
9 Lines	\$289.95

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## SECTION 4 - RATES, (CONT'D.)

## 4.6 Miscellaneous Charges

## 4.6.1 Toll Restrictions

One Time Set up Fee	\$10.00
Call Restriction (long distance)	\$4.25
Call Restriction (976/0/International)	\$4.25
Call Restriction ()/1+/International)	\$4.25
Call Restriction (976/900)	\$4.25
Call Restriction (976/900/N11)	\$4.25
Call Restriction (976)	\$4.25

## 4.6.2 Memory Call

One Time Installation Charge	\$15.00
Voice Messaging - 90 Minutes	\$9.95
Voice Messaging - 300 Minutes	\$35.00
Voice Messaging - Standard	\$7.95
Voice Messaging - Flat Rate	\$12.95
Extension Mailbox Service	\$10.95
Fax Overflow Basic Service	\$3.45
Fax Overflow Mailbox Service	\$12.95
Voice Fax Mailbox	\$19.95
Listen Only Mailbox (3 minutes)	\$5.95
Transfer Mailbox (rated)	\$3.00
Transfer Mailbox (non-rated)	Free

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## SECTION 4 - RATES, (CONTD.)

## 4.7 Directory Assistance and Listing Services

## 4.7.1 Directory Assistance Service

Each Local Directory Assistance Call	\$1.25
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## 4.7.2 Directory Listings

A. Additional Listings	\$1.20
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B. Nonpublished Service	
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	<u>Residential</u>	<u>Business</u>
Nonpublished service charge, per month:	\$1.45	\$1.75

C. Nonlisted Service	
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	<u>Residential</u>	<u>Business</u>
Nonlisted service charge, per month:	\$0.30	\$1.15

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## SECTION 4 - RATES, (CONT'D.)

## 4.8 Local Operator Assisted Services

The per call charges below are in addition to any other applicable usage charges identified in this price list.

Customer Dialed Calling/Credit Card	\$0.80
Operator Dialed Calling/Credit Card	\$1.75
Operator Station	
Billed Collect	\$1.75
Billed to Third Party	\$1.75
Billed to Line	\$1.75
Person-to-Person	\$3.25
Operator Dialed Surcharge	\$0.60
Busy Line Verification and Line Interrupt Service:	
Per Busy Line Verification, Per Call	\$2.50
Per Line Interruption, Per Call	\$5.00

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