

HALL,
RENDER, KILLIAN,
HEATH & LYMAN

SCANNED

Attorneys at Law

Professional Service Corporation

Timothy A. McGeath
DIRECT DIAL (317) 977-1451
tmcgeath@hrkhl.com

Suite 2000, Box 82064
One American Square, Indianapolis, IN 46282
(317) 633-4884 Fax: (317) 633-4878

March 16, 1999

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

Re: Phone-Link, Inc.: ALEC Application and Price List

To Whom It May Concern:

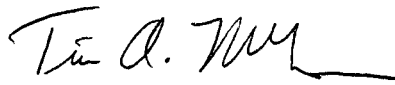
Enclosed please find the following with respect to Phone-Link, Inc.'s application to provide Alternative Local Exchange Service (ALEC) within the state of Florida:

1. Six copies of the completed application form with requested attachments;
2. Six copies of the proposed Florida price list; and
3. Application Fee in the amount of \$250.00.

If you have any questions regarding this material, please don't hesitate to contact Jeff Short or myself at the above telephone number and address. I appreciate your assistance in this matter.

Sincerely,

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.S.C.



Timothy A. McGeath
Law Clerk

TM/jeb/00533DCL.DOC

Enclosures

cc: Jeffrey W. Short, Esq.

Check received with filing and
forwarded to Filco for deposit.
Please forward a copy of check
to Filco with proof of deposit.

Initials of person who forwarded check:



DOCUMENT NUMBER-DATE

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HALL,
RENDER, KILLIAN,
HEATH & LYMAN

Attorneys at Law

Professional Service Corporation

Timothy A. McGeath

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DEPOSIT DATE
D1 09 MAR 22 1999

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99 MAR 22 11 05 AM

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Sincerely,

PHONE LINK, INC.
230 YAGER AVENUE, SUITE 3
LAGRANGE, KY 40031
(502) 225-0102

THE BANK
OLDHAM COUNTY
LaGrange, Kentucky 40031
73-230/839

01863

3/3/99

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Florida Public Service Commission

DOCUMENT NUMBER-DATE

03681 MAR 22 99

Samuel Hahn

MEMO Lic. State of Florida

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE (ALEC) ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

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

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

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

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

1. This is an application for $\sqrt{\quad}$ (check one):

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Phone-Link, Inc.

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

Phone-Link

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

Charter Place

230 Yager Avenue, Suite 3

LaGrange, Kentucky 40031

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

N/A

6. Structure of organization:

- () Individual (x) Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

7. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

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

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

Have applied for authority to operate in Florida.

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

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

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

(a) The Florida Secretary of State registration number:

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida registration number: _____

14. Provide F.E. I. Number(if applicable): 31-1562677

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

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

See Attached.

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

N/A

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

(a) The application:

Name: Jeffrey W. Short

Title: Attorney

Address: One American Square, Suite 2000

City/State/Zip: Indianapolis, Indiana 46282

Telephone No.: (317) 633-4884 **Fax No.:** (317) 633-4878

Internet E-Mail Address: jshort@hrkhl.com

Internet Website Address: hrkhl.com

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

Name: Annette Lee

Title: Vice President, Director of Operations

Address: 230 Yager Avenue, Suite 3

City/State/Zip: LaGrange, Kentucky 40031

Telephone No.: (502) 225-9100 Fax No.: (502) 225-9109

Internet E-Mail Address: annettel@phonelinkinc.com

Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: Annette Lee

Title: Vice President, Director of Operations

Address: 230 Yager Avenue, Suite 3

City/State/Zip: LaGrange, Kentucky 40031

Telephone No.: (800) 220-1377 Fax No.: (502) 225-9109

Internet E-Mail Address: annettel@phonelinkinc.com

Internet Website Address: N/A

17. List the states in which the applicant:

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

Kentucky, Tennessee

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

N/A

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

Kentucky, Tennessee and Indiana

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None

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

None

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

None

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated. No Audited Statement available, but signed internal reports are enclosed.

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

1. the balance sheet:
2. income statement: and

3. statement of retained earnings.

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

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

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u><i>Renee Lee</i></u>	<u>3/2/99</u>
Signature	Date
<u>Vice President, Director of Operations</u>	<u>(502) 225-9100</u>
Title	Telephone No.
Address: <u>230 Yager Avenue, Suite 3</u>	<u>(502) 225-9109</u>
<u>LaGrange, Kentucky 40031</u>	Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT
- GLOSSARY

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of (Name of Company) _____

_____ and current holder of Florida Public Service Commission Certificate Number # _____, have reviewed this application and join in the petitioner's request for a:

() sale

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

**** APPENDIX B ****

INTRASTATE NETWORK (if available)

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

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

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

AFFIDAVIT

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

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

UTILITY OFFICIAL:

<u><i>[Handwritten Signature]</i></u>	<u>3/2/99</u>
Signature	Date
<u>Vice President, Dir of Operations</u>	<u>(502) 225-9100</u>
Title	Telephone No.
Address: <u>230 Yager Avenue, Suite 3</u>	<u>(502) 225-9109</u>
<u>LaGrange, Kentucky 40031</u>	Fax No.



Phone-Link, Inc.

230 Yager Ave. • Suite 3 • La Grange, Kentucky 40031 • Telephone (502) 225-9100 • Fax (502) 225-9109

February 4, 1999

State of Florida PSC Application Addendum

Question 15:

Santiago Santa Cruz-Shareholder (Filed for Bankruptcy in 1990)

The reason for my bankruptcy was due to the collapse of the Hotel Company I was working for at the time, causing my lay-off. During this time period California, which is where I was living, was suffering from a very weak economy and high unemployment. This made finding comparable employment all but impossible. My first child was born only months afterwards, making a bad financial situation even worse. After several more months of unsuccessful job searching, the only option open to protect my family and myself from the harassment of collectors was bankruptcy. Early the following year we relocated to Kentucky to start a new life and career.

Stanley Siwek-Shareholder (Filed for Bankruptcy in 1995)

In 1992 I opened my first restaurant with my partner Dave Wigginton. By the winter of 1994 our first restaurant was so profitable that we were able to open two more units using only our cash flow. Unfortunately, at the same time the state of Kentucky was hit with the worst snowstorm of the century. The state was totally unprepared for such a storm and commerce virtually ceased for a full two weeks. Our restaurants, of course, were closed as well and did not fully recover sales volumes for almost six weeks. Since our business was based on cash flow we failed to recover from this setback. We tried to get financial assistance but because of the nature and newness of our business were unsuccessful.



Phone-Link, Inc.

230 Yager Ave. • Suite 3 • La Grange, Kentucky 40031 • Telephone (502) 225-9100 • Fax (502) 225-9109

State of Florida PSC Application Addendum

Question 18:

Phone-Link, Inc. has sufficient financial resources to provide prepaid local telephone service in the state of Florida. Phone-Link, Inc. will be reselling services from primary Local Exchange Carriers (LEC's), affording Phone-Link, Inc. the opportunity to provide the same quality service without investing large sums of capital in infrastructure. Previously, while conducting business in other regions, Phone-Link, Inc. has established the necessary technical hardware to electronically bond with the LEC's. The capital outlay is nominal for adding additional regions such as Florida.

Phone-Link, Inc. has substantial financial resources to maintain prepaid local telephone service in the state of Florida. Phone-Link, Inc. offers service on a prepaid basis to residential customers, allowing the cost to be assumed by the End User. In addition, Phone-Link, Inc. maintains several lines of credit with lending institutions, should additional capital be needed.

Phone-Link, Inc. has the sufficient financial resources to meet our lease obligations. The before mentioned answers indicate that Phone-Link, Inc. will meet it's obligations associated with providing quality local phone service to the residents of Florida. Phone-Link, Inc. uses existing businesses to market and sell our services, Therefore it is unnecessary for Phone-Link, Inc. to invest in points of distribution.



North American Lending Corporation™
*The Common **SENSE** Company*

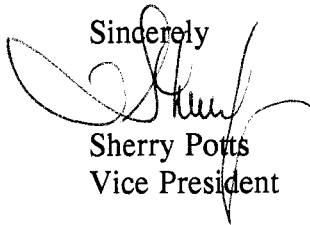
To whom it may concern,

PhoneLink Inc. currently has a line of credit through North American Lending Corporation in the amount of \$50,000.00.

The balance as of February 1, 1999 is \$34,341.07.

Please feel free to call me should you have any questions.

Sincerely



Sherry Potts
Vice President

Dennis Landgraf, President

Dennis is the owner of a large temporary employment agency in Chicago, Illinois. In addition, he has many years' experience and a strong background in the hospitality industry, first managing and then owning and operating a hotel management company. Dennis is 40 years old, married with four children and lives in a suburb of Chicago.

1980 – Graduate, University Wisconsin Stout with a Bachelors degree in Hotel and Restaurant Management.

1980 – 1982 Opening Management Task Force Team at the Radisson Hotel Corporation

1982 – 1984 Mariner Hotel Corporation. Director of Fruits and Vegetable at the Holiday Inn Plaza Hotel Knotts Berry Farm.

1984 – 1987 Vista Host Hotel Corporation. General Manager Ramada Hotel and Convention Center, Louisville, KY.

1987 – 1989 Victor Hotel Management Corporation. Newport News VA, District Director of Operations.

1989 – 1992 Princeton Hotel Corporation, San Clemente, CA., President & CEO.

1992 – Present Partner in MVP Corporation and General Finance, Inc.

Santiago "Jim" Santa Cruz
1004 Oakwood Court
LaGrange, KY 40031

A mortgage and finance specialist with extensive experience in the B and C lending industry.

Professional Experience

North American Lending Corporation – 1995 – Present

President, CEO

- Created my own brokerage house program after extensive experience as a loan originator and account manager.
- Tripled staff and office size in the past six months to accommodate rapid sales growth.
- Have created a diversified investment group within the North American Lending umbrella.

Krueger Financial Group 1989-1995

Senior Account Manager

- Named "Loan Originator of the Year" for brokerage house with in-house and private rep sales staff.
- Credited with opening Louisville Metro home development market to B and C lending strategies by area home improvement companies.
- Developed a new sales territory achieving a 20% market share among six established brokerage firms over a two-year period.

California Charter Group 1986-1989

Loan Originator

- Developed new accounts.
- Processed loans from initial client contact through the closing process.
- Gained full range of loan officer skills in conforming and non-conforming lending.

201 N Cedar
LaGrange, Kentucky 40031

Office: (502) 225-0102
Home: (502) 225-9515
Mobile: (502) 649-4321
Fax: (502) 225-9109
Email: annettel@phonelinkinc.com

Annette Lee

Objective To facilitate the interconnection of the communications industry.

Experience

CLEC Basics

- Telecommunication Tariffs
- Introduction of Universal Service Order Codes
- Customer Service Records
- Pre-Ordering and Address Validation

Customer Care and Billing Solutions

- Billing Data Collection
- Provisioning / Workflow Management
- Implementing training courses.
- Reconciling Club Billing

LENS Training

- Introduction to BellSouth's Provisioning Application.
- Utilizing LENS to process Orders
- Troubleshooting Provisioning Problems

TAFI Training

- Introduction to BellSouth's Maintenance and Repair Application
- Utilizing TAFI to Maintenance and Repair Service
- Introduction to Customer Trouble Issues

Summary

TEN (10) years in Office Management
Development of Policy and Procedures
Design and Implementation of Operations

Related Work Experience

1996 to Present – LaGrange Financial, LaGrange, Kentucky

- Management and Collections
- Operated a successful financial business.

1997 – Present – Phone Link, Inc., LaGrange, Kentucky

- Operations Director
- Billing, Provisioning, Collections, Data Entry, Trouble/Repair

TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate
Common Carrier Communications
Services Between Points in the
State of Florida

AND

RULES AND REGULATIONS

GOVERNING SERVICE

This price list is on file with the Florida Public Service Commission and copies may be inspected, during normal business hours, at Phone-Link, Inc., 230 Yager Road, Suite 3, LaGrange, Kentucky 40031.

Issued:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

Effective:

CHECK LIST

Pages 1 to 32 are effective as of the date shown. Revised sheets as named below contain all changes from the original price list that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	32	Original
2	Original	33	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
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25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

Issued:

Effective:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

SYMBOLS

Whenever price list sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of price list with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published price lists.
- (Z) To signify a correction.

Issued:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

Effective:

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Issued:

Effective:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

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Issued:

Effective:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

PRICE LIST FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Florida Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the price list page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a price list filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the price list filing. The Check List lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued:

Effective:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

INTRODUCTION

This price list("Price List") contains the regulations and rates applicable to the furnishing of intrastate, common carrier telecommunications resale services by Phone-Link, Inc. (hereinafter referred to as "PHONE-LINK" or the "Company") between various locations in the State of Florida.

The regulations governing the provision and use of services offered under this Price List are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

Issued:

By: Annette Lee
Phone-Link, Inc.
Charter Place
230 Yager Road, Suite 3
LaGrange, KY 40031

Effective:

1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Price List are defined below.

Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Price List.

Automatic Number Identification ("ANI")

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Florida Public Service Commission.

Issued:

By: Annette Lee
Phone-Link, Inc.
Charter Place
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Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Price List.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Individual Case Basis ("ICB")

"Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

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Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period ("MSP")

"Minimum Service Period" or "MSP" means the minimum period of time during which Customer takes Services under this Price List.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any

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installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service ("Prepaid Service")

"Prepaid Residential Telecommunications Service" or "Prepaid Service" has the meaning set forth in Section 3.1.1 hereof

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Price List), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Price List.

Resale Price List(s)

"Resale Price List(s)" means the price list of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Price List.

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

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Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Price List.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Price List.

2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate and local exchange services. The Services described in Section 3 of this Price List are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Price Lists which are on file with, and have been approved by, the Commission.

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2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Price List. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Price List, the latter shall govern. .
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.2 Responsibility and Use

- 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly

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prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Price List(s).

2.4 Call Blocking

Notwithstanding any other provision of this Price List, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

2.5 Interconnection

2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' Price Lists (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.

2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' price lists (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and

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other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7. Title

Title to any and all equipment or facilities provided by Company under this Price List will remain in the Company.

2.8 Customer Premises

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Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Price List), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Price List.

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2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an ICB) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Price List, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, on the 25th day of each month for the following month's service, and shall be due on the 5th day of the following month. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by the 15th day of the month

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following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

2.14.5 Except as otherwise provided in this Price List, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed in person, by telephone or in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided however, except as provided in 2.14.4, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

The Company, at its sole discretion, may require that any Customer having a history of late payments for the Services or whose credit history either is

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unsatisfactory (in the Company's sole opinion) or is not established to the Company's reasonable satisfaction, make a deposit for consumption of Services. The Company, at its sole option and discretion, may accept personal guarantees, bank letters of credit or surety bonds in lieu of a deposit. All deposits will be collected in accordance with Regulation.

2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17.2 Non-Recurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all federal and state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, municipal utilities taxes, 911/E991 surcharges, and TDD/Deaf and disabled surcharges. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Price List.

2.20 Discontinuation

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2.20.1 By Company. Except with regard to disconnection of the Company's provision of Prepaid Services pursuant to Section 2.14.4, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- 2.20.1.A by order of a Governmental Authority or as provided by state or federal law;
- 2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Price List, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;
- 2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder;
- 2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company; or
- 2.20.1.E Nonpayment of an undisputed delinquent charge.

2.20.2 By Customer. The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

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The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing

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Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Price List will be deemed waived if not brought or made in writing, within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Price List or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was

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proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.25.1 libel or slander resulting from Subscriber's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber provided facilities or services; and

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2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise

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to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

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

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Price List shall be interpreted and governed by the laws of the State of Florida without regard for the State's choice of laws provision.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Price List to any affiliate or successor in interest.

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

2.35.1 where facilities are not presently available, and there is no other provision

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hereunder for the facilities to be constructed;

- 2.35.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.35.5 when Services are requested by a Customer on an expedited basis; or
- 2.35.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

2.36 Operator Services

The Company does not provide operator services. All operator assisted calls, including collect calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

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3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Florida. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID with Name, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

3.1.2 Optional Service Features

3.1.2.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the

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second call by flashing the switchhook or by hanging up the phone.

- 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.
- 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- 3.1.2.G Caller ID with Name. Allows the customer to view both the listed name and the telephone number of an incoming call, prior to answering the call.

3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

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-
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.3 911 Emergency Service ("911 Service")
- 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the

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originating station location are furnished to the Public Safety Answering Point.

- 3.3.5 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity either through its resale agreement with the underlying carrier or its own billing systems.

4 RATES

4.1 Return Check Charge

The Customer will be charged twenty-five dollars (\$25.00) whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of forty dollars (\$40.00) will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Price List. If Subscriber is disconnected for failure to pay charges when due and pays all past due charges within seven (7) days of disconnection, then the charge for reconnection shall be twenty-five dollars (\$25.00).

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

4.4 Rates for Resold Local Exchange Services

4.4.1 Prepaid Residential Telecommunications Service

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4.4.1.A	<u>Non-Recurring Charges</u>	
	Processing/Application	\$ 40.00
	Directory Listing	0.00
4.4.1.B	<u>Recurring Charges</u>	
	Monthly Prepaid Service	\$ 49.00
	Directory Listing	0.00
	911 Service	0.00
4.4.1.C	<u>Optional Features</u>	
4.4.1.C.1	<u>Recurring Charges</u>	
	Call Waiting	\$5.00
	Call Forwarding	5.00
	Three Way Calling	5.00
	Unpublished Number	5.00
	Speed Dial	5.00
	Call Return	5.00
	Caller ID with Name	\$ 10.00

4.5 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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4.6 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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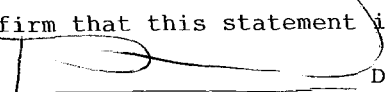
Effective:

01/25/99

Phone-Link, Inc.
Profit and Loss
 January through December 1998

	Jan '98	Feb '98	Mar '98	Apr '98	May '98	Jun '98	Jul '98	Aug '98	Sep '98	Oct '98	Nov '98	Dec '98	TOTAL
Income													
New Connections Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,235.11	8,890.22	8,649.97	28,775.30
PIN Packets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00	6,000.00	6,000.00	16,500.00
Prepaid Phone Revenue	0.00	0.00	3,232.00	1,828.13	11,343.06	17,261.57	25,177.58	43,836.74	59,967.05	79,447.55	80,984.79	86,977.13	410,055.60
Phone Card Revenue	0.00	0.00	7,455.00	0.00	0.00	0.00	0.00	0.00	5,566.50	0.00	0.00	0.00	13,021.50
Total Income	0.00	0.00	10,687.00	1,828.13	11,343.06	17,261.57	25,177.58	43,836.74	65,533.55	92.66	9,501.01	101,627.10	468,352.40
Cost of Goods Sold													
Cost of Goods Sold	0.00	0.00	0.00	2,286.44	5,037.98	6,456.59	38,849.82	35,778.23	49,342.45	53,631.52	55,763.63	63,153.23	310,299.89
Total COGS	0.00	0.00	0.00	2,286.44	5,037.98	6,456.59	38,849.82	35,778.23	49,342.45	53,631.52	55,763.63	63,153.23	310,299.89
Gross Profit	0.00	0.00	10,687.00	-458.31	6,305.08	10,804.98	-13,672.24	8,058.51	16,191.10	41,551.14	40,111.38	38,473.87	158,052.51
Expense													
Postage & Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,484.21	608.25	2,092.46
Petty Cash Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.88	5.30	94.18
Cash Over/Short	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	131.39	0.00	132.29
Gifts/Charities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	200.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	355.19	0.00	0.00	50.72	405.91
Printing & Reproduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.75	354.88	349.54	437.99	516.41	1,793.57
Payroll	0.00	0.00	0.00	1,564.18	2,971.95	2,196.13	9,652.80	15,675.23	23,066.76	22,953.42	19,736.90	17,639.72	115,457.09
Office Supplies	0.00	10.26	436.86	65.19	240.80	0.00	3,733.86	1,289.43	1,790.46	3,388.73	251.25	1,008.29	12,215.13
Office Equipment Lease/Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,498.40	1,811.02	1,731.17	933.45	1,307.38	7,281.42
Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400.00	2,210.00	2,080.00	2,080.00	2,080.00	9,850.00
Telephone	0.00	0.00	248.97	0.00	0.00	0.00	0.00	1,226.42	4,551.85	6,063.61	3,713.57	5,297.95	21,102.37
Bank Charges	6.42	17.27	7.44	10.39	13.40	110.45	7.46	32.49	18.00	3.00	3.00	29.50	258.82
Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212.00	70.96	5.36	0.00	604.32
Computer Services	0.00	0.00	250.00	0.00	0.00	0.00	0.00	309.43	4,768.27	30.66	4.80	1,791.49	10,974.65
Travel & Entertainment	38.48	0.00	604.66	263.88	2,319.17	104.94	1,348.59	778.90	1,243.15	592.64	624.57	453.07	8,372.05
Advertising	0.00	0.00	924.26	0.00	2,610.00	620.10	1,902.17	0.00	1,291.37	950.00	458.95	0.00	8,756.85
Interest	0.00	0.00	0.00	0.00	0.00	0.00	171.65	189.15	2,110.80	1,221.65	1,326.65	0.00	5,019.90
Legal & Accounting	0.00	10.00	8,904.93	3,030.60	513.80	767.00	1,312.72	1,085.07	2,329.07	523.40	1,124.05	500.00	20,100.64
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138.19	0.00	15.00	30.00	183.19
Telephone Commissions	0.00	0.00	305.30	0.00	797.89	694.66	784.06	1,966.55	5,796.31	0.00	3,718.73	2,657.87	16,721.37
Customer Refund	0.00	0.00	89.00	119.00	0.00	138.00	109.80	273.70	490.90	72.00	460.90	181.00	1,934.30
Billing Services	0.00	0.00	1,319.34	1,461.15	1,551.42	2,534.74	4,132.28	0.00	0.00	0.00	0.00	0.00	10,998.93
Phone Card Expense	0.00	0.00	0.00	6,044.40	0.00	0.00	0.00	0.00	6,693.06	0.00	0.00	0.00	12,737.46
Total Expense	44.90	37.53	13,090.76	12,558.79	11,018.43	7,166.02	23,155.39	25,859.52	59,231.28	42,287.68	38,679.65	34,156.95	267,286.90
Net Income	-44.90	-37.53	-2,403.76	-13,017.10	-4,713.35	3,638.96	-36,827.63	-17,801.01	-43,040.18	-736.54	1,431.73	4,316.92	-109,234.39

I affirm that this statement is true and correct.

BY:  Dennis Landgraf-Pres./CEO

Phone-Link, Inc.
Projected Income & Expense Report
1999

02/01/99

	Jan '99	Feb '99	Mar '99	Apr '99	May '99	Jun '99	Jul '99	Aug '99	Sep '99	Oct '99	Nov '99	Dec '99	TOTAL Jan - Dec '99
Income													
New Connections Revenue	12,500.00	16,500.00	18,000.00	20,000.00	23,000.00	26,000.00	30,000.00	31,000.00	33,000.00	36,000.00	39,000.00	42,000.00	327,000.00
PIN Packets	6,000.00	3,000.00	6,000.00	7,000.00	9,000.00	9,000.00	9,000.00	10,000.00	11,000.00	12,000.00	12,000.00	12,000.00	106,000.00
Prepaid Phone Revenue	96,000.00	105,800.00	115,000.00	125,000.00	138,000.00	150,000.00	162,000.00	173,000.00	183,000.00	193,000.00	200,000.00	210,000.00	1,850,800.00
Total Income	114,500.00	125,300.00	139,000.00	152,000.00	170,000.00	185,000.00	201,000.00	214,000.00	227,000.00	241,000.00	251,000.00	264,000.00	2,283,800.00
Cost of Goods Sold													
Cost of Goods Sold	66,100.00	70,700.00	75,600.00	80,900.00	86,563.00	92,622.00	99,105.00	106,043.00	113,466.00	119,139.00	125,096.00	131,351.00	1,166,685.00
Total COGS	66,100.00	70,700.00	75,600.00	80,900.00	86,563.00	92,622.00	99,105.00	106,043.00	113,466.00	119,139.00	125,096.00	131,351.00	1,166,685.00
Gross Profit	48,400.00	54,600.00	63,400.00	71,100.00	83,437.00	92,378.00	101,895.00	107,957.00	113,534.00	121,861.00	125,904.00	132,649.00	1,117,115.00
Expense													
Management Fees	0.00	0.00	0.00										0.00
Postage & Shipping	1,200.00	1,437.50	600.00	800.00	900.00	1,100.00	1,200.00	1,250.00	1,300.00	1,400.00	1,500.00	1,600.00	14,287.50
Petty Cash Expenses			50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	500.00
Gifts/Charities	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Insurance	1,350.00	1,350.00	1,350.00	1,350.00	1,450.00	1,450.00	1,550.00	1,550.00	1,650.00	1,650.00	1,750.00	1,750.00	18,200.00
Printing & Reproduction	350.00	358.75	367.72	376.91	386.33	395.99	405.89	416.04	426.44	437.10	448.03	459.23	4,828.43
Payroll	23,000.00	18,900.00	18,900.00	22,666.62	24,893.00	24,893.00	26,500.00	26,500.00	28,000.00	28,800.00	29,800.00	32,000.00	304,852.62
Office Supplies	400.00	511.25	522.64	934.17	945.85	957.67	969.64	981.76	994.03	1,006.46	1,019.04	1,031.78	10,274.29
Office Equipment Lease/Rental	1,650.00	1,650.00	1,650.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	16,200.00
Rent	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	24,960.00
Telephone	3,800.00	3,895.00	3,992.38	4,092.19	4,194.49	4,299.35	4,406.83	4,517.00	4,629.93	4,745.68	4,864.32	4,985.93	52,423.10
Bank Charges	125.00	150.00	150.00	150.00	150.00	175.00	175.00	175.00	200.00	200.00	200.00	200.00	2,050.00
Building Maintenance	25.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00
Computer Services	2,250.00	2,550.00	2,550.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	24,000.00
Travel & Entertainment	1,050.00	1,550.00	1,550.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	10,900.00
Advertising	700.00	3,500.00	4,000.00	4,000.00	4,000.00	4,500.00	4,500.00	4,500.00	5,000.00	5,000.00	5,000.00	5,500.00	50,200.00
Interest	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
Legal & Accounting	2,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Taxes	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Telephone Commissions	4,500.00	4,612.50	4,727.81	4,846.01	4,967.16	5,091.34	5,218.62	5,349.09	5,482.82	5,619.89	5,760.39	5,904.40	62,080.03
Total Expense	45,280.00	46,370.00	46,115.55	48,820.90	51,991.83	52,967.35	54,530.98	54,843.89	57,288.22	58,464.13	59,946.78	63,036.34	639,655.97
Net Income	3,120.00	8,230.00	17,284.45	22,279.10	31,445.17	39,410.65	47,364.02	53,113.11	56,245.78	63,396.87	65,957.22	69,612.66	477,459.03

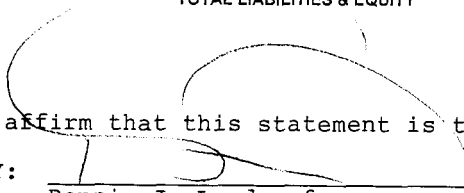
01/25/99

Phone-Link, Inc.
Balance Sheet
As of January 25, 1999

	<u>Jan 25, '99</u>
ASSETS	
Current Assets	
Checking/Savings	
Pending Deposit	1,076.25
PNC Bank	1,762.38
Bank of Oldham County	4,966.82
Stock Yards Bank	127.06
Total Checking/Savings	<u>7,932.51</u>
Accounts Receivable	
Accounts Receivable	9,176.23
Total Accounts Receivable	<u>9,176.23</u>
Other Current Assets	
Returned Checks	471.85
Petty Cash Fund	200.00
Total Other Current Assets	<u>671.85</u>
Total Current Assets	17,780.59
Fixed Assets	
Leasehold Improvements	1,545.98
Office Equipment	15,894.90
Total Fixed Assets	<u>17,440.88</u>
TOTAL ASSETS	<u>35,221.47</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	70,097.97
Total Accounts Payable	<u>70,097.97</u>
Other Current Liabilities	
Payroll Liabilities	10,290.94
Total Other Current Liabilities	<u>10,290.94</u>
Total Current Liabilities	80,388.91
Long Term Liabilities	
General Finance Credit Line	-20,500.00
Total Long Term Liabilities	<u>-20,500.00</u>
Total Liabilities	59,888.91
Equity	
Opening Balance Equity	16,000.00
Retained Earnings	-109,246.53
Net Income	68,579.09
Total Equity	<u>-24,667.44</u>
TOTAL LIABILITIES & EQUITY	<u>35,221.47</u>

I affirm that this statement is true and correct.

BY:


Dennis J. Landgraf
President CEO

Date

1-25-99