

ORIGINAL

MCWHIRTER REEVES

RECEIVED-FPSC

ATTORNEYS AT LAW

99 MAY 20 PM 3:11

TAMPA OFFICE:
400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:
TALLAHASSEE

TALLAHASSEE OFFICE:
7 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

RECORDS AND REPORTING

May 20, 1999

VIA HAND DELIVER

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: P.V. Tel of Florida LLC

990650-TI

Dear Ms. Bayo:

Enclosed for filing are the original and six copies of P.V. Tel's IXC application, together with the \$250 application fee. Please stamp one copy of the application and return it to me.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,

Vicki Gordon Kaufman
Vicki Gordon Kaufman

VGK/pr
Encls.

cc: Bill Byrd (w/o encls.)
Michael Bressman (w/o encls.)

Check for \$250.00 and
forward to:
FPSC - RECORDS/REPORTING
Tallahassee, Florida 32301
In person or via forwarded check:
[Signature]

DOCUMENT NUMBER-DATE

06412 MAY 20 99

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER-DATE

06412 MAY 20 99

FPSC-RECORDS/REPORTING

ORIGINAL

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

(x) **Original certificate** (new company).

990650-TI

() **Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

() **Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

() **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:

P.V. Tel of Florida, LLC

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

P.V. Tel of Florida, LLC

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

1999 East Stone Drive, Suite 419

Kingsport, Tennessee 37660

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

c/o CT Corporation System, 1200 South Pine Island Road,

Plantation, Florida 33324

6. Select type of business your company will be conducting \sqrt (check all that apply):
- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
 - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

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

8. **If individual**, provide:

Name: Not applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida Secretary of State Corporate Registration number:**
L99000002420

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

(a) **The Florida Secretary of State Corporate Registration number:**
Not applicable.

11. **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:** Not applicable.

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

(a) **The Florida Secretary of State registration number:** Not applicable.

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

Name: Not applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. 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: Not applicable.

15. Provide F.E.I. Number (if applicable): _____ Federal EIN: 62-1755090

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

(b) If not, who will bill for your services?

Name: Not applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Information will appear on bill.

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input checked="" type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| (<input type="checkbox"/>) Other: (specify) _____ | |

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

(a) The application:

Name: Joseph T. Buck, III

Title: President and Chief Operating Officer

Address: 1999 East Stone Drive, Suite 419

City/State/Zip: Kingsport, Tennessee 37660

Telephone No.: (423) 578-1961 Fax No.: (423) 578-1966

Internet E-Mail Address: JoeBuck@pvtel.net

Internet Website Address: www.pvtel.net

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

Name: Joseph T. Buck, III

Title: President and Chief Operating Officer

Address: 1999 East Stone Drive, Suite 419

City/State/Zip: Kingsport, Tennessee 37660

Telephone No.: (423) 578-1961 Fax No.: (423) 578-1966

Internet E-Mail Address: JoeBuck@pvtel.net

Internet Website Address: www.pvtel.net

(c) Complaints/Inquiries from customers:

Name: Joseph T. Buck, III

Title: President and Chief Operating Officer

Address: 1999 East Stone Drive, Suite 419

City/State/Zip: Kingsport, Tennessee 37660

Telephone No.: (423) 578-1961 Fax No.: (423) 578-1966

Internet E-Mail Address: JoeBuck@pvtel.net

Internet Website Address: www.pvtel.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None. Affiliates of Applicant operate as interexchange telecommunications companies in South Carolina and Tennessee (as a reseller).

(b) has applications pending to be certificated as an interexchange telecommunications company.

None. Affiliates of Applicant have applications pending in Tennessee, Kentucky, and North Carolina (reseller).

(c) is certificated to operate as an interexchange telecommunications company.

None. Affiliates of Applicant are certified in South Carolina and Tennessee (as a reseller and provider of operator services).

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

No denials.

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

None. Pursuant to a negotiated settlement between the Tennessee affiliate of Applicant and Tennessee Regulatory Authority staff, one alleged incident of slamming (disputed by the Tennessee affiliate) will be dismissed in six months if no other complaints arise.

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

None.

20. 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. If so, please explain.

None.

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

G. Scott Brodey -- Intermedia Communications, Inc. Director. Services no longer required.

KMC Telecom, Inc. Vice President of Corporate Development. Services no longer required.

Joseph Buck / William Byrd -- ICG. Minor stockholders.

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. X **MTS with distance sensitive per minute rates**

 Method of access is FGA
 Method of access is FGB
 X Method of access is FGD
 X Method of access is 800

b. **MTS with route specific rates per minute**

 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

c. X **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

 Method of access is FGA
 Method of access is FGB
 X Method of access is FGD
 X Method of access is 800

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. X **800 service (toll free)**

g. X **WATS type service (bulk or volume discount)**

 X Method of access is via dedicated facilities
 X Method of access is via switched facilities

h. X **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)

i. X **Travel service**

 Method of access is 950
 X Method of access is 800

j. **900 service**

k. X **Operator services**

 X Available to presubscribed customers
 Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
 Available to inmates

l. **Services included are:**

 X Station assistance
 X Person-to-person assistance
 X Directory assistance
 X Operator verify and interrupt
 X Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attached.

23. 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.

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. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A 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 ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its 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:


Signature Joseph T. Buck, III

5/14/99
Date

President and Chief Operating Officer
Title

(423) 578-1961
Telephone No.

Address: 1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37660

(423) 578-1966
Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

Not applicable because this is an original certificate.

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:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:


Signature

5/14/99
Date

Title

Telephone No.

Address: _____

Fax No.

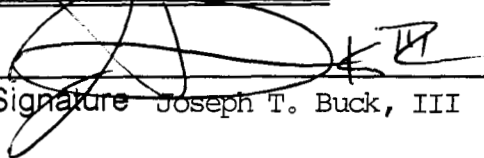
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

	<u>5/14/99</u>
Signature Joseph T. Buck, III	Date
<u>President and Chief Operating Officer</u>	<u>(423) 578-1961</u>
Title	Telephone No.
Address: <u>1999 East Stone Drive</u>	<u>(423) 578-1966</u>
<u>Suite 419</u>	Fax No.
<u>Kingsport, Tennessee 37660</u>	

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (x) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:


Signature Joseph T. Buck, III

5/14/99
Date

President and Chief Operating Officer
Title

(423) 578-1961
Telephone No.

Address: 1999 East Stone Drive
Suite 419

(423) 578-1966
Fax No.

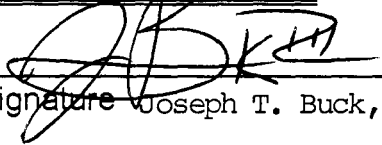
Kingsport, Tennessee 37660

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>5/14/99</u>
Signature <u>Joseph T. Buck, III</u>	Date
<u>President and Chief Operating Officer</u>	<u>(423) 578-1961</u>
Title	Telephone No.
Address: <u>1900 East Stone Drive</u>	<u>(423) 578-1966</u>
<u>Suite 419</u>	Fax No.
<u>Kingsport, Tennessee 37660</u>	



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 29, 1999

MELISSA EDWARDS
BEARFIELD & MCCLELLAN
POST OFFICE BOX 4210 CRS
JOHNSON CITY, TN 37602

The Articles of Organization for P.V. TEL OF FLORIDA, LLC were filed on April 26, 1999, and assigned document number L99000002420. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

A limited liability annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.


Please be aware if the limited liability company address changes, it is the responsibility of the limited liability to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration Section.

Michelle Hodges
Document Specialist
Division of Corporations

Letter Number: 099A00022861

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of P.V. TEL OF FLORIDA, LLC, a limited liability company organized under the laws of the state of Florida, filed on April 26, 1999, as shown by the records of this office.

The document number of this limited liability company is L99000002420.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-ninth day of April, 1999



OR2EO22 (1-99)

Katherine Harris
 Katherine Harris
 Secretary of State

P.V. TEL OF FLORIDA, LLC

ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

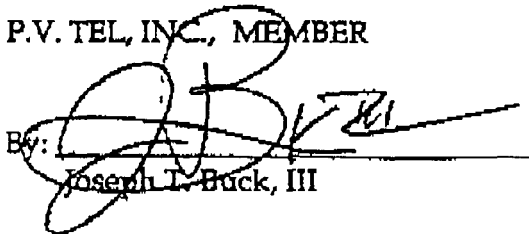
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 APR 26 AM 11:04

PURSUANT TO SECTION 608.407 OF THE FLORIDA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.

- Article I The name of the Limited Liability Company is P.V. Tel of Florida, LLC.
- Article II The mailing address and street address of the principal office is P.V. Tel of Florida, LLC, 1999 East Stone Drive, Suite 419, Kingsport, Tennessee 37660.
- Article III The duration of the Limited Liability Company shall be perpetual.
- Article IV The Limited Liability Company is to be managed by the sole member. The name and address of the sole managing member is P.V. Tel, Inc., 1999 East Stone Drive, Suite 419, Kingsport, Tennessee 37660.
- Article V The members shall be able to admit such additional members as they shall in their sole discretion see fit.
- Article VI The remaining members are given no specific continuation rights other than those granted by statute.
- Article VII The undersigned member of P.V. Tel of Florida, LLC, certifies as follows:
 1. The above named Limited Liability Company has at least one member.
 2. The total amount of cash contributed by the member is \$1,000.
 3. No property other than cash has been contributed.
 4. The total amount of cash and property contributed and anticipated to be contributed by members is \$1,000.

IN WITNESS THEREOF, the undersigned member executed these Articles of Organization on this the 22 day of April, 1999.

P.V. TEL, INC., MEMBER

By: 
Joseph L. Buck, III

In accordance with Section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

P.V. TEL OF FLORIDA, LLC

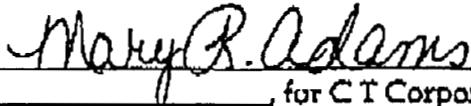
CERTIFICATE OF DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is P.V. Tel of Florida, LLC.
2. The name and the Florida street address of the registered agent are:

CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

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



for CT Corporation System
MARY R. ADAMS
ASSISTANT SECRETARY

Financial Capability

P.V. Tel is financially qualified to provide telecommunications services within the State of Florida. Specifically, it has access to the capital required to fulfill any obligations it may undertake with respect to the operation and maintenance of its network and services throughout the State of Florida, including any lease or ownership obligations it may undertake. As evidenced by the financial statements attached hereto, as of March 31, 1999, P.V. Tel, Inc., P.V. Tel's parent, had more than \$840,000 in assets, including more than \$200,000 in cash. In addition, P.V. Tel, Inc. is in the process of raising substantially more capital from private investors. P.V. Tel will have direct access to this additional capital, which will be used to fund its operations and maintain its statewide service.

20-MAR-99 12:35P

P. V. TEL, INC.

CONSOLIDATED BALANCE SHEET

March 1999

CURRENT ASSETS

Merrill Lynch Checking Account		\$207,740.48
First American Checking Account		\$1,498.15
Accounts Receivable		\$101,810.98

FIXED ASSETS

Computer Equipment	\$30,808.63	
Furniture & Fixtures	\$29,781.08	
Switching Equipment	\$384,170.70	
Outside Plant Equipment	\$36,953.80	
Total Fixed Assets		\$481,712.31

ACCUMULATED DEPRECIATION**LETTERS OF CREDIT**

Telco L.O.C.	\$50,000.00	
Total Letters Of Credit		\$50,000.00

OTHER ASSETS

Security Deposits	\$1,325.00	
Total Other Assets		\$1,325.00

TOTAL ASSETS

\$844,084.92

CURRENT LIABILITIES

Accounts Payable	\$124,239.08	
Customer Deposits Payable	\$3,075.21	
Sales Tax Payable	\$8,138.14	
Federal Excise Tax Payable	\$3,472.61	
City/County Tax Payable	\$229.79	
Federal Withholding Tax Payable	-\$1,131.37	
Social Security Tax Payable	-\$2,081.76	
Medicare Tax Payable	-\$421.91	
Total Current Liabilities		\$133,520.79

LONG TERM LIABILITIES

Line Of Credit - WCMA	\$0.00	
Line Of Credit - Other	\$0.00	
Switching Equipment	\$253,280.25	
Equipment Leased	\$54,781.76	
Salaries Payable - Bill Byrd	\$56,888.64	
Salaries Payable - Joe Buck	\$56,888.64	
Salaries Payable - Paul Reynolds	\$56,888.64	
Total Long Term Liabilities		\$478,031.92

TOTAL LIABILITIES

\$611,552.71

OWNER'S EQUITY

Retained Earnings	\$232,532.21	
Total Owner's Equity		\$232,532.21

TOTAL LIABILITY & EQUITY

\$844,084.92

20-MAY-99 12:35P

P. V. TEL, INC.

CONSOLIDATED PROFIT & LOSS STATEMENT

March 1999

INCOME

Late Fees Collected	<u>\$1,136.69</u>	
Total Income		\$1,136.99

INCOME - SALES

Sales - Prepaid	\$56,482.40	
Sales - LD 1+800 Service	\$29,245.60	
Sales - Local Service	\$50,979.38	
Sales - Switched Interstate	\$23,805.87	
Sales - Switched Intrastate	\$10,719.99	
Sales - Switched International	<u>\$1,210.80</u>	
Total Income - Sales		\$115,961.44

COST OF GOODS SOLD

COGS - Prepaid	\$7,222.32	
COGS - Interconnected/Wiring	\$0.00	
COGS - ISDN Frame Relay	\$2,712.50	
COGS - LD 1+800 Service	\$33,727.09	
COGS - Local Service	\$41,509.17	
COGS - Switched Interstate	\$26,297.55	
COGS - Switched Intrastate	\$13,803.10	
COGS - Switched International	\$2,993.61	
COGS - Travel Cards	\$1,745.32	
COGS - Discounts	<u>\$0.00</u>	
Total COGS		\$130,110.96

GROSS PROFIT

-\$14,149.52

EXPENSES

Discounts Taken	\$0.00	
Freight & Shipping	\$228.37	
Late Fees Paid	\$0.00	
Accounting Fees	\$0.00	
Advertising Expense	\$607.00	
Bad Debts Expense	\$0.00	
Bank Service Charges	\$248.13	
Business - Entertainment	\$0.00	
Business - Meals	\$241.83	
Business - Tips	\$4.00	
Business - Travel (Auto)	\$587.03	
Business - Parking	\$0.00	
Business - Travel (Air)	\$0.00	
Business - Lodging	\$400.21	
Business - Car Rental	\$131.78	
Business - Miscellaneous	\$14.16	
Contributions - Charitable	\$0.00	
Contributions - Political	\$0.00	
Depreciation Expense	\$0.00	
Dues & Memberships	\$0.00	
Employee - Moving Expense	\$0.00	
Insurance - General	\$1,448.00	
Insurance - Disability	\$0.00	
Insurance - Group Health	\$1,808.52	
Insurance - Group Dental	<u>\$200.22</u>	

d55321 66-ARM-02

Insurance - Group Life	\$94.40	
Insurance - Officer Health	\$1,012.02	
Insurance - Officer Dental	\$145.32	
Insurance - Officer Life	\$28.80	
Interest Expense	\$11,145.28	
Legal Fees	\$4,885.03	
Messenger Service	\$0.00	
Office Expense - Other	\$1,314.28	
Outside Labor & Material	\$7,389.75	
Parking Expense	\$0.00	
Pension Plan Expense	\$0.00	
Postage Expense	\$2,018.80	
Promotion Expense	\$0.00	
Rent Expense	\$1,680.00	
Rental Expense - Equipment	\$1,832.89	
Repairs & Maintenance Expense	\$624.88	
Reproduction & Printing Expense	\$1,459.02	
Salaries - Agency Temporary Fees	\$6,011.31	
Salaries - Commissions	\$0.00	
Salaries - Officers	\$18,998.88	
Salaries - Staff	\$27,274.55	
Salaries - Partners	\$0.00	
Salaries - Advances	-\$700.00	
Storage Expense	\$0.00	
Subscriptions Expense	\$75.48	
Supplies - Office	\$1,917.57	
Supplies - Other	\$335.89	
Taxes - Personal Property	\$0.00	
Taxes - Payroll - Social Security	\$3,127.88	
Taxes - Payroll - Medicare	\$787.25	
Taxes - Payroll - Other	\$0.00	
F.U.T.A. Expense	\$0.00	
State Unemployment Tax	\$0.00	
Taxes - Real Estate	\$0.00	
Taxes & Licenses - Other	\$0.00	
Telephone Expense	\$458.26	
Utilities Expense	\$84.99	
Billing Fees	\$0.00	
Loan Fees	\$0.00	
Other Fees	\$8,887.01	
Commissions Expense	\$11,451.00	
Total Expenses		\$119,086.44
OTHER INCOME		
Finance Charges	\$0.00	
Gain/Loss on Sale Of Assets	\$0.00	
Interest Earned	\$0.00	
Miscellaneous	\$88.84	
Total Other Income		\$88.84
OTHER EXPENSES		
Federal Income Tax	\$0.00	
State Income Tax	\$0.00	
Writeoffs	\$3,928.80	
Total Other Expenses		\$3,928.80
TOTAL EXPENSES		\$123,013.04
NET PROFIT/LOSS		-\$137,043.92

20-MAY-99 12:35P

P. V. Tel, Inc.
Consolidated Balance Sheet
March 1999

Retained Earnings	\$232,532.21
--------------------------	---------------------

Managerial and Technical Capabilities

P.V. Tel's management team has approximately 80 years of combined experience in all aspects of the telecommunications industry, including nearly twenty years of experience with a Bell company. As illustrated below, P.V. Tel's management personnel have held a broad range of executive positions with a number of companies in the telecommunications industry before joining P.V. Tel, which enables them to implement and provide the services for which authority is requested. The management team currently operates P.V. Tel's affiliate, Myrtle Beach Telephone, L.L.C., a CLEC certified to provide a full array of telecommunications services in South Carolina.

P.V. Tel's management team is as follows:

G. Scott Brodey - Chairman and Chief Executive Officer

Mr. Brodey has had a long history in the telecommunications industry. Since 1990, he has been a consultant with Teeger Marscot, Inc. (which he founded), which specializes in all facets of the CLEC industry. He recently completed nine months consulting with a southwest CLEC, where he assisted the company with a \$350 million senior debt placement, three acquisitions, and the build-out of seven cities. During the last four months with that company, he served as Senior Vice President of Network Operations.

From 1995 through 1997, Mr. Brodey served as a consultant to KMC Telecom, Inc. For KMC, he secured its first franchise in Huntsville, Alabama, recruited the initial personnel, and oversaw the construction of a 52-mile SONET fiber ring. He also helped assist in the initial debt and equity financing for KMC. Mr. Brodey served as Executive Vice President of Corporate Development for KMC from 1996 through 1997.

From 1985 through 1990, Mr. Brodey was President and CEO of Institutional Communications Company, the first competitive access provider. For ICC, he raised \$35 million. He also assisted the founders of Intermedia Communications, Inc. and Eastern Telelogic Corp. in their start-up stages. ICC was acquired by Metropolitan Fiber Systems, now part of MCI/WorldCom.

From 1982 through 1995, Mr. Brodey was the President and COO of Lin Communications Company, a wireless telecommunications company. At Lin, he was responsible for the operation of five companies located across the country.

From 1979 through 1982, Mr. Brodey worked with RCA Globcom Communications Company, where he eventually served as Vice President of Marketing and Sales and COO. From 1973 through 1979, he was employed by MCI Telecommunications Company, where he was COO of a subsidiary and as Vice President and General Manager of the Mid-West region.

Joseph T. Buck III - President and Chief Operating Officer

Mr. Buck was an original founder and vice-president of PrivaCom, Inc. ("PrivaCom"). PrivaCom began as PrivaCom Ventures in 1989, a South Carolina corporation, which was subsequently re-incorporated as PrivaCom, Inc. in 1990, to establish a state-of-the-art fiber optic telecommunications network in Charlotte, North Carolina. PrivaCom was the first CLEC in North Carolina. PrivaCom constructed and operated its Charlotte network until 1993 when it was sold to ICG Access Services. This network remains in full operation today. Before helping found PrivaCom, he helped found CCSI, a systems integration company located in Orlando, Florida. Mr. Buck's experience includes ten years with Bell Atlantic in various engineering and management positions, as well as seven years in various sales management positions with such companies as L.M. Ericsson, Telco Systems, Stromberg-Carlson, and Martin Marietta Data Systems. At Martin Marietta, Mr. Buck participated in the formation of the CAP industry. Mr. Buck and his management team assisted in the formation of Intermedia of Florida as well as several other newly formed CAPs. That industry has evolved into the CLEC industry of today.

Mr. Buck is a NARTE (National Association of Telecommunications Engineers) certified telecommunications engineer and a licensed FCC radio operator. Mr. Buck attended Northern Virginia Community College.

Andrew J. Halko, CPA - Acting Chief Financial Officer

Mr. Halko has successfully overseen a number of start-up operations. Most recently, he has served as the Acting CFO of Logix Communications Corporation, a telecommunications company, where he managed the accounting and financial operations of Logix and its five affiliate companies. From 1995 through 1998, he was CFO of NetCom Solutions International, Inc., another telecommunications company. He managed the accounting and financial operations and negotiated and managed the company's credit facilities. The company grew to \$35 million under his watch. From 1992 through 1994, he was CFO of S. Systems Corporation, where he designed and implemented a new job cost accounting system, managed the company's treasury activities, and oversaw the company's relocation of its finance and administrative operations.

William A. Byrd - Vice President - Corporate Development

Mr. Byrd was an original founder and president of PrivaCom. Before helping to start PrivaCom, Mr. Byrd was employed at South Carolina Electric and Gas and at SCANA Corporation, where he founded MPX Systems, a wholly owned SCANA subsidiary. Mr. Byrd was manager of telecommunications engineering and operations and was responsible for the placement of over 1000 miles of optical power ground wire for use by such companies as MCI, Telecom USA and AT&T. He holds several U.S. patents for the design of tolls and apparatus necessary for the installation of such fiber cables. Under Mr. Byrd's guidance, MPX turned profitable in fourteen months.

Mr. Byrd is a member of many telecommunications industry organizations. He is currently Chairman of the Institute of Electrical and Electronic Engineers Fiber Optic Work Group and a representative of the Edison Electric Institute to IEC TC-83 and 86, which are setting international standards for fiber optics and advanced systems technology. Mr. Byrd is an Electrical Engineering graduate of the Citadel with over twenty years of engineering and management experience.

Paul A. Reynolds - Vice-President - Technology

Mr. Reynolds has more than ten years of telecommunications engineering and marketing experience. Mr. Reynolds's experience includes 9 years with Waccamaw Corporation in various engineering and management positions. Specifically, he spent 4 years in telecommunications facilities management before progressing into management. Mr. Reynolds was responsible for all aspects of Waccamaw's corporate and outlying telecommunications facilities, including the management of a multi-million dollar network expansion effort. Mr. Reynolds left Waccamaw in 1997 to form NPR Corporation, a telecommunications consulting company located in South Carolina.

Mr. Reynolds is a BA graduate of the University of South Carolina with an Engineering minor. Mr. Reynolds currently serves on the South Carolina Telecommunications Managers Association Board of Directors.

W. Kurt DeMann - Engineering Manager

Mr. DeMann has more than 23 years of experience in the telecommunications industry. Mr. DeMann began his career in 1975 with Sprint-United telephone company where he served in various technical as well as management positions. In 1986 Mr. DeMann became Director of Construction Programs and Network Systems where he managed a \$600 million capital budget for United. In 1993, Mr. DeMann became Director of Engineering for Sprint-Mid Atlantic where he managed the installation, design and operation of Sprint's switching networks throughout the Southeast. Mr. DeMann has managed several major ATM network projects and has extensive switching and network design experience.

Sherron R. Buck - Vice President of Customer Service

Mrs. Buck has more than ten years of experience in the telecommunications industry in customer service and order administration. Mrs. Buck's experience includes eight years with Bell Atlantic in various management positions. Specifically, she spent more than five years as a business office representative for Bell Atlantic and as a customer service representative before progressing into management of the business office. As a Business Office Supervisor, she managed groups of representatives and handled all aspects of order entry between the field forces and the engineering and plant departments.

Each of the undersigned officers of P.V. Tel, INC., the parent of P.V. Tel of Florida, LLC, hereby affirms that, to the best of his knowledge and belief, the unaudited financial statements attached hereto are true and correct.

P.V. TEL, INC.

By: 

Joseph T. Buck
President

By: 

Andrew Halko
Acting Chief Financial Officer

INTEREXCHANGE TARIFF OF
P.V. TEL OF FLORIDA, LLC

Regulations and schedules of charges, applicable to intrastate interexchange telecommunications services provided by P.V. Tel of Florida, LLC, between various locations within the State of Florida. Service is provided in conjunction with the Company's interstate product offerings.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

CHECK SHEET

Pages 1 through 34, inclusive, of this tariff are effective as of the date shown at the bottom of this page. Original and revised pages as named below comprise all changes from the original tariff that are in effect on the date thereof.

Sheet	Revision	Sheet	Revision
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	33	Original
17	Original	34	Original

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
Check Sheet	2
Table Of Contents	3
Explanation Of Symbols	4
Definition Of Terms (Section 1)	5
Rules And Regulations (Section 2)	11
Service Offerings And Rates (Section 3)	26

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- N - To signify new rate or regulation
- M - To signify matter relocated without change
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change
in rate or regulation

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

1. DEFINITION OF TERMS

For purposes of this tariff, the following definitions shall apply.

Access Code

A sequence of numbers that, when dialed, connects a Consumer to an interexchange carrier that is associated with that sequence. Dialing sequences that utilize a 950-10XX, 1-800, or 10XXX prefix are examples of access code arrangements available to Customers.

Access Arrangement

The facility from a local exchange carrier or other common carrier which connects a subscriber's location to the Company's point of presence in a LATA. Presubscription is an example of an access arrangement used by the Company.

Accounting Code

A code consisting of two or more digits which is available to Customers for identifying individual users and thereby allocate the cost of long distance service.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a Customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to Customers and authorized users to identify themselves as being entitled to access and use the Company's services.

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by the Company.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

1. DEFINITION OF TERMS (Continued)

Billed Party

The individual or entity responsible for the payment of charges associated with calls placed using services provided by the Company.

Billing Agent

An entity with whom the Company has contracted to secure billing and collection arrangements. Local exchange carriers, clearinghouses, and issuers of commercial credit cards are examples of billing agents that may be utilized by the Company.

Called Station

Denotes the terminating point of a long distance telephone call (i.e. the called telephone number).

Calling Station

Denotes the point from which a call is placed (also referred to as the originating location).

Carrier Recognized Holidays

The following days are recognized as holidays for billing purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except as otherwise specified herein.

Company

P.V. Tel of Florida, LLC

Credit Application

A standard form that is used by the Company to assess a Customer's credit worthiness prior to the Company's arranging the installation of any facilities or the provision of any Services to a Customer.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

1. DEFINITION OF TERMS (Continued)

Customer

An individual, firm, corporation, agency, or other entity which orders service and is responsible for the payment of charges and compliance with the tariff provisions set forth herein. For billing purposes, a Customer is considered to be an account. If a person, firm, or other entity orders the service in more than one city served by the Company, or requests the assignment of more than one account number in a particular city, each such account may be treated as a separate Customer for billing purposes.

Day Rates

Day Rates are applicable to calls placed Monday through Friday from 8:00 AM to, but not including, 5:00 PM.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Company's point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

Evening Rates

Evening Rates are applicable to calls placed Sunday through Friday from 5:00 PM to, but not including, 11:00 PM. Evening rates are also generally applicable on Carrier Recognized Holidays, unless a lower rate would normally apply.

Interconnection Facilities

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

1. DEFINITION OF TERMS (Continued)

LATA (Local Access Transport Area)

A geographic area established pursuant to the terms of the Modified Final Judgment in United States vs. American Telephone & Telegraph Company, Cause Number 74-1698 in the United States District Court for the District of Columbia.

Local Access Provider

A company which furnishes connectivity between the customer's premises and the Company's terminal location or point of presence.

Local Exchange Carrier

A company which furnishes exchange telephone service.

Local Access Provider

A local exchange carrier or other entity that furnishes interconnection facilities between the Customer's premises and the Company's point of presence in a LATA.

Minimum Service Period

The minimum period of time during which a Customer is obligated to subscribe to services provided by the Company.

Night/Weekend Rates

Night/Weekend Rates are applicable to calls placed Sunday through Friday from 11:00 PM to, but not including, 8:00 AM the following day, and all day Saturday.

Premises

The space designated by a Customer at its place or places of business for the provision of service.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

1. DEFINITION OF TERMS (Continued)

Presubscription

A switched access arrangement whereby the Customer directs the local telephone company to route all long distance telephone calls to the Company.

Point of Presence

The Company's physical presence in a local calling area or LATA that is used for the purpose of transmitting telephone calls.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

This Page Reserved for Future Use.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS

2.1. Undertaking Of The Carrier

2.1.1. The Company will provide the furnishing of the communications services under the terms of this tariff alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of intrastate telephone calls.

2.1.2. Service consists of the furnishing of transmission capabilities to Customers and authorized users for the placement of interstate long distance telephone calls. Services are offered subject to the availability of the necessary facilities and equipment to provide the service.

2.1.3. The Company, when acting at the Customer's request and as his authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2.2. Limitations

2.2.1. Service is offered on a full time monthly basis pursuant to the terms and conditions set forth herein subject to the availability of facilities necessary to provide the service.

2.2.2. The Company reserves the right to deny Service to any person or entity: a) who, in the Company's judgement, presents an undue risk of nonpayment or refuses to comply with the deposit requirements set forth in this tariff; b) if the Company believes that the person's or entity's use of the Service would violate the provisions of this tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or c) if the Company determines in its sole discretion that facilities are not available to provide the Service.

2.2.3. The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.2. Limitations (Continued)

2.2.4. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other Customers of the Company. The Company also reserves the right to discontinue furnishing service when the Customer is using the service in violation of the provisions of this tariff or of the law.

2.2.5. Service may be discontinued without notice by blocking traffic to certain cities, countries, or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.

2.2.6. The Company reserves the right to validate the credit worthiness of users of operator services through appropriate validation procedures. When a payment method cannot be validated, the caller may be required to provide an alternative payment method or the Company may refuse to complete the call. Service may be denied due to insufficient billing information, invalid telephone numbers, credit card, or calling card numbers, or refusal of a designated party to accept responsibility for payment.

2.2.7. The services provided under this tariff are directly or indirectly controlled by the Company and may not be altered or affected nor transferred or assigned without the express written consent of the Company, which consent may be withheld, without limitation, by the Company in its sole discretion at any time such alteration, effect, transfer, or assignment would result in an interruption of the services or a change in the manner in which the services are to be provided.

2.2.8. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.2. Limitations (Continued)

2.2.9. No individual, corporation, or other entity shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of the Company.

2.2.10. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.

2.2.11. The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

2.2.12. In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.3. Terms And Conditions (Continued)

2.3.1. Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

2.3.2. Customers may order Services under this tariff by contacting an authorized Company representative and executing the Company's Application for Service. The name(s) of the Customer(s) desiring to subscribe to service, the service(s) to be provided, the targeted Service Date, and the location(s) of such services must be stipulated in the Application for Service.

2.3.3. Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All Customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.3.4. Except as otherwise provided in this tariff, service is provided and billed on the basis a one (1) month, beginning on the Service Date and continuing until Service is terminated verbally or in writing by the Customer.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.3. Terms And Conditions (Continued)

2.3.5. Applicants, Customers, or joint users whose payment record is found to be delinquent as defined by the Florida Public Service Commission or whose service has been disconnected for non-payment, or who cannot furnish either a letter of good credit or an acceptable co-signer or guarantor on the same system within the State of Florida to guarantee payment may be required to make a deposit up to an amount equal to two (2) months actual or estimated charges for the service provided. Interest at a rate prescribed by the Commission shall accrue on any such security deposit. The Company may adjust the amount of the deposit upward or downward as it deems appropriate in light of changing conditions and payment history. The Company shall also be entitled to require an Applicant or Customer to pay all its bills within a specified period of time and to make such payments in cash or a cash equivalent. Deposits may be refunded or credited to the Customer after two years unless the Customer has had two consecutive 30-day arrearages or more than two non-consecutive 30 day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past six months. The Company as prescribed by the Commission shall pay simple interest on deposits at the rate to each Customer required to make such deposit for the time it is held by the Company. Interest shall be accrued annually and payment of such interest shall be made to the Customer at least every two-(2) years and at the time the deposit is returned. The deposit shall cease to accrue interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

2.3.6. The Customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this tariff.

2.3.7. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.3. Terms And Conditions (Continued)

2.3.8. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.

2.3.9. In the event the Company files suit or retains an attorney to enforce the terms of this tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.

2.3.10. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

2.3.11. Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

2.4. Cancellation Of Service By A Customer

2.4.1. A Customer may discontinue service, either in part or in its entirety, upon notice to the Company.

2.5. Use Of Service

2.5.1. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services. Service furnished by the Company may be used for one or more of the following:

- .01 for the transmission of communications by the Customer;
- .02 for the transmission of communications by a joint or authorized user as defined herein; or

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

.03 for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications services.

2.5.2. The Customer shall not use nor permit others to use the Service in a manner that could impede or interfere with the Services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations. Service furnished by the Company shall not be used for any unlawful purpose.

2.5.3. No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell the Company Services without the prior written consent of the Company.

2.6. Payment Arrangements

2.6.1. The Customer is responsible for payment of all charges for services furnished to the Customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.

2.6.2. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (1.50%) per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five (5) days after the date the payment is past due.

2.6.3. Usage charges are billed after each usage cycle. In the event that Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.

2.6.4. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those costs will also be charged to the Customer.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.6. Payment Arrangements (Continued)

2.6.5. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the Service, the Customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.

2.6.6. All stated charges in this tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, including the Florida Gross Receipts Tax. Such taxes, fees, etc. shall be paid by the Customer.

2.6.7. The Company or a Billing Agent may render invoices for services. This tariff sets forth the terms and conditions for payment arrangements made directly with the Company. When a Billing Agent renders invoices, payment arrangements shall be subject to the terms and conditions of that entity.

2.6.8. Any objections to billed charges must be promptly reported to the Company. The Company after invoice is rendered must receive notice of a dispute of charges within the time required by the Florida Public Service Commission's rules and regulations or such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.

2.6.9. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this tariff, the Customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.

2.6.10. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a charge in an amount allowed by law may be made by the Company for each item returned by the banking institution on which it is written.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.6. Payment Arrangements (Continued)

2.6.11. If a check, draft, or other payment instrument remitted by a Customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

2.6.12. In the event that a Customer's account becomes delinquent, the Company may require the prepayment of up to six (6) months of actual or estimated recurring and/or non-recurring charges for the Services ordered hereunder as a condition of the continued provision of all such Services. Interest at a rate prescribed by law shall accrue on such deposits.

2.7. Liability

2.7.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.

2.7.2. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.7.3. The Company shall be indemnified and held harmless by the Customer against:

2.7.3.1) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities; and

2.7.3.2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer; and

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

B. RULES AND REGULATIONS (Continued)

2.7. Liability (Continued)

2.7.3.3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.7.4. The Company shall not be liable for and the Customer indemnifies and holds the Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

2.8. Change In Service Arrangement

2.8.1. When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges may not apply to the facilities or services continued in use. A new Minimum Service Period may be applicable for the newly installed facilities or services provided to the Customer. The Minimum Service Period for the facilities or services continued in use may be adjusted as a result of changes in the Customer's service arrangement.

2.8.2. When Customer upgrades service provided by the Company, the Company may waive certain charges, provided that the Customer pays for all associated installation and removal costs, and the unrecovered cost of any equipment associated with the original service that is not usable in the upgraded service.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.9. Restoration Of Service

2.9.1. If service is terminated for cause due to nonpayment pursuant to this tariff, service may be restored at the sole discretion of the Company, only when all outstanding invoices, regardless of due date, have been paid, and continued service thereafter may require that for a period of up to one (1) year, charges for recurring services be paid in advance and invoices for all other service be due net thirty (30) days, subject at all times to the Company's rights to assess late charges and other fees and to suspend or terminate service pursuant to this tariff.

2.9.2. The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.10. Inspection

2.10.1. The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this tariff, and with installation, operational, or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.

2.11. Cancellation For Cause By The Company

2.11.1. The Company may discontinue the furnishing of service(s) to a Customer upon five (5) days written notice, and after making a reasonable attempt to effect collection, without incurring any liability, upon continued failure to pay any sum owing to the Company. The Company may discontinue the furnishing of service(s) to a Customer upon reasonable notice for failure to correct a violation of any applicable laws, rules or regulations.

2.11.2. The Company may immediately discontinue the furnishing of service(s) to a Customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.11. Cancellation For Cause By The Company (Continued)

2.11.3. The Company may discontinue the furnishing of service(s) to a Customer, upon reasonable notice and without incurring any liability, if the Customer refuses to furnish a deposit pursuant to the rules and regulations of Florida Public Service Commission.

2.11.4. The Company may immediately discontinue the furnishing of service(s) to a Customer, without incurring any liability, if the Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.

2.11.5. The Company will not disconnect service for failure to pay for any non-communications service, including, but not limited to, any unregulated telecommunications equipment or services furnished by the Company, as well as failure to pay billings for 900 and 900-type charges or non-regulated charges.

2.11.6. Discontinuance of Service(s) by the Company pursuant to this Section will take place only on Monday through Thursday between the hours of 8:00 AM and 4:00 PM, unless provisions have been made to have someone available to accept payment and reconnect service.

2.11.7. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the Customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.12. Testing And Adjustments

2.12.1. Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

2.13. Interconnection With Other Carriers

2.13.1. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.

2.13.2. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.

2.13.3. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Any Customer, authorized user, or other entity without the prior written consent of the Company may not arrange Service for resale.

2.14. Allowance For Interruptions

2.14.1. A credit allowance will be provided for that portion of a call which is interrupted due to poor transmission (difficulty hearing one of the parties), distortion (noise), wrong numbers, or involuntary disconnection of a call if such deficiencies were caused by the Company's service. A customer must promptly report the time the call was placed, its destination, and the difficulty experienced to a service representative in order to receive a credit allowance.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

2. RULES AND REGULATIONS (Continued)

2.14. Allowance For Interruptions (Continued)

2.14.2. In the event a call is involuntarily disconnected, the amount of the credit shall be equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where poor transmission or distortion has interrupted a call, the credit shall not exceed the charge for the last three-(3) minutes of the interrupted call, or the entire call if it lasted less than three (3) minutes.

2.14.3. If the Customer elects to use the services of another carrier after any of the above interruptions, or during a period when the Customer is unable to place a call using the Company's service(s), the Customer shall pay the charges for the alternative service used.

2.15. Billing Disputes

2.15.1. Customers with inquiries or complaints regarding their bill may call the Company's toll-free number. This telephone number is provided on the Customer's bill. Customers may also call the local exchange carrier that issued the invoice on the Company's behalf.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

This Page Is Reserved for Future Use.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES

3.1. General Description of Services

3.1.1. Services are furnished on a full-time monthly basis for the placement of intrastate telephone calls. All services are provided for a minimum service period on one month, unless otherwise specified herein.

3.1.2. Service is available in all locations within the state, subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or conditions are not available or acceptable.

3.1.3. Rates and charges vary depending upon the service option selected by the customer. Service offerings may involve one or more of the following: usage charges, monthly recurring charges, and/or a minimum monthly usage charge, as specified herein.

3.1.4. Chargeable time begins when the Company receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. All calls are measured and billed in one-minute increments; fractional minutes of use are rounded up to the next full minute, unless otherwise specified herein. The Company does not bill for incomplete calls.

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

3.1.5. Usage charges are based upon the duration of a call, the time of day a call was placed, and the distance between the calling and the called station. The time at which the connection is made dictates the application of Day, Evening, and Night/Weekend rates. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.1. General Description of Services (Continued)

3.1.6. Usage charges are based upon the airline distance between rate centers associated with the calling station and the calling station. The airline mileage between the rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The rate centers and associated vertical and horizontal coordinates are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Tariff No. 4.

3.2. Product Offerings

3.2.1. Switched - One Plus Service

One Plus Service is a one-way outbound message telephone service between stations within the state designed for small to medium size Customers. Access to the network is available through presubscription (or 1+ access) and dial-up arrangements. Service is provided for a Minimum Service Period of one month.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Measured Service	ICB	NA	NA	NA
Unmeasured				
Plan A	NA	.169¢	NA	NA
Plan B	NA	.159¢	NA	NA
Plan C	NA	.149¢	NA	NA
Plan D	\$100.00	.139¢	NA	NA
Plan E	\$500.00	.135¢	.129¢	NA
Plan F	\$1000.00	.129¢	.125¢	.119¢
Plan G	\$2500.00	.125¢	.119¢	.109¢
Plan H	\$5000.00	.119¢	.109¢	.105¢
Plan I	\$10,000.00	.105¢	.099¢	.094¢

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.2. Dedicated - One Plus Service

Dedicated One Plus Service is a dedicated service arrangement designed to accommodate the needs of medium to large size businesses. Under this arrangement, Customers access the Company's network via dedicated access facilities between the Customer's premises and the Company point of presence. Charges for interconnection facilities are equivalent to those assessed by the local access provider and payment for such charges shall be the responsibility of the Customer and are in addition to the rates contained in this tariff.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Dedicated				
Plan A	\$100.00	.092¢	NA	NA
Plan B	\$500.00	.085¢	NA	NA
Plan C	\$1000.00	.082¢	.079¢	.077¢
Plan D	\$2500.00	.079¢	.077¢	.075¢
Plan E	\$5000.00	.077¢	.075¢	.074¢
Plan F	\$10,000.00	.075¢	.073¢	.071¢

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.3. Travel Service

Travel Services are available to Switched and/or Dedicated customers only. Travel Services enable a Customer or authorized user to bill a long distance telephone call to an authorized calling card account with the Company. Travel Service calls are initiated by using access code dialing and authorization code. The following maximum rates are applicable to calls placed using the Company's Travel Service. A maximum per call charge of \$.59 also applies. Travel Service calls are timed and billed in six (6) second increments with a minimum initial usage billing of thirty (30) seconds.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Travel Services Card				
Plan A	\$100.00	.200¢	NA	NA
Plan B	\$500.00	.180¢	NA	NA
Plan C	\$1000.00	.160¢	NA	NA
Plan D	\$2500.00	.140¢	NA	NA
Plan E	\$5000.00	.120¢	NA	NA
Plan F	\$10000.00	.100¢	NA	NA

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.4. Switched - 1-800 Service

1-800 Service is a service that enables customers to provide toll free calling to their customers and others. Under this arrangement the Customer is billed for the charges, not the initiator of the call. Customers may elect to utilize dedicated access arrangement or switched access arrangements to interconnect with the Service. Rates and charges vary depending upon the manner by which the Customer is interconnected with the Company's network. The Customer is responsible for payment of all charges for such interconnection.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Toll Free 800/888 Service				
Plan A	\$100.00	.139¢	NA	NA
Plan B	\$500.00	.135¢	.129¢	NA
Plan C	\$1000.00	.129¢	.125¢	.119¢
Plan D	\$2500.00	.125¢	.119¢	.115¢
Plan E	\$5000.00	.119¢	.115¢	.109¢
Plan F	\$10,000.00	.109¢	.105¢	.099¢

Switched Access Arrangement - This service is provided on an ICB basis.

Dedicated Access Arrangement - This service is provided on an ICB basis.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.5. Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Network Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed Switched and Dedicated Telephone Services.

3.2.5.1. Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Calls: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charges: The end user places the call without dialing the destination number, although the capability to do so himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator dial the calling station.

Billed to Non-Priority Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-priority calling card issued by another company.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.5. Operator Services (Continued)

3.2.5.2. Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 2.e.3 and Section 2.e.4 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

<u>Service</u>	<u>Per Call Charge</u>
Person-to-Person	\$2.00
Collect Calling	\$1.00
Third Party Billing	\$1.00
Station to Station Operator Assisted	\$1.00

3.2.5.3. Busy Line Verification and Line Interrupt Service

Description

Upon request of a calling party the Company will verify a busy condition on a called line.

3.2.5.3.1) The operator will determine if the line is clear or in use and report to the calling party.

3.2.5.3.2) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.5. Operator Services (Continued)

3.2.5.3. Busy Line Verification and Line Interrupt Service (Continued)

Regulations

A charge will apply when:

3.2.5.3.1) The operator verifies that the line is busy with a call in progress.

3.2.5.3.2) The operator verifies that the line is available for incoming calls.

3.2.5.3.3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. one charge will apply for both verification and 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.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person

Rates

Busy Line Verify Service (each request)	\$1.10
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.60

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

3. SERVICE OFFERINGS AND RATES (Continued)

3.2. Product Offerings (Continued)

3.2.6. Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within the state by calling the Directory Assistance operator at no charge.

3.2.7. Individual Case Basis (ICB) Arrangements

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

3.2.8. Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customer(s).

Issued: _____, 1999

Effective: _____, 1999

Joseph T. Buck III - President
1999 East Stone Drive, Suite 419
Kingsport, Tennessee 37664

DEPOSIT

DATE

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

D139

MAY 20 1999

990650-TI

(x) Original certificate (new company).

() Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

() Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

() 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:

P.V. Tel of Florida, LLC

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

P.V. Tel of Florida, LLC

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

1999 East Stone Drive, Suite 419

Kingsport, Tennessee 37660

0822

zip

P. V. TEL, INC.
1999 E STONE DR
KINGSPORT, TN 37660

WCMA[®] Working Capital Management[™] Account

DATE

4/18/99

25-80/440

PAY TO THE ORDER OF State of Florida
Two hundred, fifty

\$ 250.00

DOLLARS

Security features included. Details on back.

Merrill Lynch

BANK ONE, COLUMBUS, NA
Columbus, Ohio 43271

MEMO

11 0008 2 211