

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

**DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

990973-TI

**APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

- A. This form is used as an application for an original certificate and for approval of 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).
- B. Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. 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

Note: No filing fee is required for a assignment or transfer of an existing certificate to another certificated company.

- E. 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

FORM PSC/CMU 31 (6/98)
Required by Commission Rule Nos. 25.24-470, 25-24.471, and
25-24.473

DOCUMENT NUMBER-DATE

08858 JUL 28 88

FPSC-RECORDS/REPORTING

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

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:

Spartan Communications Corporation of North Carolina

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

Spartan Communications Corporation of North Carolina

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

519 North Federal Street

Parkade Building - Suite 211

Camden, NJ 08103-1143

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

8307 Oak Forrest Circle

Building 13 # 103

Tampa, Florida 33615

6. Select type of business your company will be conducting (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.

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

Name : _____
Title : _____
Address: _____ A
City/State/Zip: _____ N
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: _____ N/A

15. Provide FEID Number (if applicable): 56-2114971

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 : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

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

(a) The application;

Name : James E. Peacock
Title : President
Address: 519 North Federal Street, Parkade Bldg - Suite 211
City/State/Zip: Camden, NJ 08103-1143
Telephone No.: (609) 963-3870 Fax No.: (609) 963-6218
Internet E-Mail Address: PEACOCKJ@PRODIGY.NET
Internet Website Address: _____

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

Name : Bernard Peacock
Title : Vice President of Retail Sales and Marketing
Address: 519 North Federal Street - Parkade Building Suite 211
City/State/Zip: Camden, NJ 08103-1143
Telephone No.: (609) 963-3870 Fax No.: (609) 963-6218
Internet E-Mail Address: _____
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name : Reginald Peacock
Title : Director of Operations
Address: 519 North Federal Street Parkade Bldg Suite 211
City/State/Zip: Camden, NJ 08103-1143
Telephone No.: (609) 963-3870 Fax No.: (609) 963-6218
Internet E-Mail Address: _____
Internet Website Address: _____

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

New Jersey, New York, Pennsylvania.

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

North Carolina, Georgia

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

New Jersey, New York, Pennsylvania

(d) has been denied authority to operate as an interexchange telecommunications 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

19. 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
N A

(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.

None
N A

20. The applicant will provide the following interexchange carrier services (Check all that apply):

a. ___ MTS with distance sensitive per minute rates

- ___ Method of access is FGA
- ___ Method of access is FGB
- ___ Method of access is FGD
- ___ 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. ___ MTS with statewide flat rates per minute (i.e. not distance sensitive)

- ___ Method of access is FGA
- ___ Method of access is FGB
- ___ Method of access is FGD
- ___ 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. 800 service (toll free)

g. ___ WATS type service (bulk or volume discount)

- ___ Method of access is via dedicated facilities
- ___ Method of access is via switched facilities

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

i. ___ Travel service

- ___ Method of access is 950
- ___ Method of access is 800

j. ___ 900 service

k. Operator services

- 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:

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

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

22. Submit the following:

✓ **A. Financial capability.**

The application must 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 must be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and must 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) must 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.

From: James E. Peacock,
Spartan Communications
Corporation of North Carolina
519 North Federal Street
Parkade Building - Suite 211
Camden, NJ 08103-1143

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

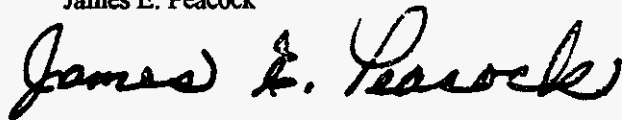
To whom it may concern,

As requested with the filing of the ALEC, and Interexchange applications, the following statements are requirements in the state of Florida.

- #1. The applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- #2. The applicant has sufficient financial capability to maintain the requested service.
- #3. The applicant has sufficient financial capability to meet its lease or ownership obligations.

Respedtfully submitted,

James E. Peacock

A handwritten signature in black ink that reads "James E. Peacock". The signature is written in a cursive, flowing style.

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

APPLICATION FORM
for
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A. Financial capability.

The applicant does not have audited financial statements, but will supply the necessary information required to evaluate this application.

1. *the balance sheet*

Supporting documentation

1. - 3. Spartan Communications Corporation of North Carolina has been involved in telecommunications for the past two years, therefore has demonstrated sufficient financial capability to provide the requested service in the geographic area proposed to be served. Spartan Communications is presently doing business in the following states:

New Jersey, Pennsylvania, New York

Spartan has been providing switchless telephone services in three states for 1.5 years

(NJ, PA, NY)

B. Managerial capability - See attachment

C. Technical capability - See attachment

**** 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 the 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:

James E. Peacock
Signature
President
Title

July 22, 1999
Date
(609) 963-0800
Telephone No.

Address: 519 North Federal Street
Parkade Bldg, Suite 211
Camden, NJ 08103-1143

(609) 963-6218
Fax No.

ATTACHMENTS:

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

**** APPENDIX A ****

CERTIFICATE 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

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

James E. Pascoe
Signature
President
Title

July 22, 1999
Date
(609) 963-0800
Telephone No.

Address: 519 North Federal Street
Parkade Bldg. - Suite 211
Camden, NJ 08103-1143

(609) 963-6218
Fax No.

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of customer deposits and advance payments may be responded to 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:

James E. Peacock
Signature
President
Title

July 22, 1999
Date
(609) 963-0800
Telephone No.

Address: 519 North Federal Street
Parkade Bldg - Suite 211
Camden, NJ 08103-1143

(609) 963-6218
Fax No.

**** APPENDIX C ****

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not () 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:

James E. Peacock
Signature
President
Title

July 22, 1999
Date
(609) 963-0800
Telephone No.

Address: 519 North Federal Street
Parkade Bldg - Suite 211
Camden, NJ 08103-1143

(609) 963-6218
Fax No.

**** APPENDIX D ****

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 interexchange telecommunications 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:

James E. Peacock
Signature

July 22, 1999
Date

President
Title

(609) 963-0800
Telephone No.

Address: 519 North Federal Street
Parkade Building Suite 211
Camden, NJ 08103-1173

(609) 963-6218
Fax No.

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

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Tallahassee, Florida 32399-0850
(850) 413-6770

Note: No filing fee is required for a assignment or transfer of an existing certificate to another certificated company.

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

1468

SPARTAN DEBT SERVICES CORPORATION
PH. 800-989-5711
519 N. FEDERAL ST., PARKAD BUILD, STE. 202
CAMDEN, NJ 08103

Date July 22, 1999 64-17610

Pay to the order of Florida Public Service Commission \$ 250.00

Two Hundred Fifty, 00 ^{XX} 00 Dollars AMOUNT IN FIGURES

WACHOVIA DOCUMENT NUMBER-DATE
WACHOVIA BANK OF GEORGIA, N.A.
ATLANTA, GA. 30383

For Filing Fees 08858 JUL 28 99 James E. Peacock

⑈09468⑈



TEAL ACCOUNTING

110, BOX 10244
CHARLOTTE, NC 28213
(704) 367-3446

6122 LUDLOW ST., SUITE B
PHILADELPHIA, PA 19139
(215) 472-0453

SPARTAN COMMUNICATIONS CORP. OF NEW JERSEY Balance Sheet As of December 31, 1998

	<u>Dec 31, '98</u>
ASSETS	
Current Assets	
Checking/Savings 1000 · WACHOVIA-GA	4,704
Total Checking/Savings	4,704
Accounts Receivable 1100 · Accounts Receivable	180,000
Total Accounts Receivable	180,000
Other Current Assets 1007 · PETTY CASH	269
Total Other Current Assets	269
Total Current Assets	184,973
Other Assets	
1210 · FURNITURE/FIXTURES	11,463
1211 · COMPUTER EQUIPMENT	8,717
Total Other Assets	20,181
TOTAL ASSETS	<u>205,154</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable 2001 · Accounts Payable	224,940
Total Accounts Payable	224,940
Other Current Liabilities	
2100 · Payroll Liabilities	364
3001 · PAID IN CAPITAL-JP & BP	926
4000 · EQUITY	862
Total Other Current Liabilities	2,152
Total Current Liabilities	227,092
Total Liabilities	227,092
Equity	
Net Income	-21,939
Total Equity	-21,939
TOTAL LIABILITIES & EQUITY	<u>205,154</u>

SPARTAN COMMUNICATIONS CORP. OF NJ JERSEY
Profit and Loss
 January through December 1998

	<u>Jan - Dec '98</u>
Income	
6000 · REVENUES	432,088
6500 · SERVICE COST	<u>-248,484</u>
Total Income	183,604
Expense	
6560 · Payroll Expenses	1,734
8000 · ADVERTISING/PRINTING	18,434
8003 · TAX/LICENSES	917
8006 · CONTRIBUTIONS	25
8008 · ACCOUNTING	6,073
8009 · INSURANCE	58
8010 · CONSULTANTS	9,566
8011 · TEMPORARY EMPLOYMENT	2,024
8012 · COMMISSIONS	89,731
8014 · LEGAL	360
8015 · ENTERTAINMENT	50
8017 · TRAVEL EXPENSE	817
8060 · BANK SERVICE CHARGES	871
8100 · OFFICE EXPENSES	6,928
8150 · SOFTWARE/SUPPLIES	1,329
8200 · TELEPHONE	46,728
8300 · POSTAGE	4,413
8500 · OCCUPANCY	6,600
8512 · MATERIALS/SUPPLIES	6
8515 · JANITORIAL	150
8517 · REPAIRS	1,095
8520 · MEMBERSHIPS/DUES	150
8600 · FURNITURE LEASING	2,037
8701 · GASOLINE/OIL/ADDITIVES	483
8702 · VEHICLE REPAIR	1,417
8708 · PARKING	1,557
8709 · TOLLS	199
8750 · RAIL/LOCAL TRAVEL	322
8790 · AIR TRAVEL	296
8800 · MEETINGS/CONFERENCES	810
8810 · HOTELS	364
Total Expense	<u>205,543</u>
Net Income	<u><u>-21,939</u></u>



TEAL ACCOUNTING

P.O. Box 1851
Matthews, NC 28106
(704) 567-5446

6122 Ludlow St. #B
Philadelphia, PA 19139
(215) 472-6455

SPARTAN COMMUNICATIONS CORP. OF NEW JERSEY Balance Sheet As of March 31, 1999

	<u>Mar 31, '99</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · WACHOVIA-GA	36,591
1004 · MELLON PSFS	8,264
Total Checking/Savings	44,855
Accounts Receivable	
1100 · Accounts Receivable	500,000
Total Accounts Receivable	500,000
Other Current Assets	
1007 · PETTY CASH	-1,284
1008 · CASH ON HAND	3,731
Total Other Current Assets	2,448
Total Current Assets	547,302
Fixed Assets	
1214 · TELECOMMUNICATIONS EQUIPMENT	13,121
Total Fixed Assets	13,121
Other Assets	
1210 · FURNITURE/FIXTURES	12,160
1211 · COMPUTER EQUIPMENT	22,316
1300 · VEHICLES	2,100
1999 · CLEARING/EXCHANGE	45
Total Other Assets	36,621
TOTAL ASSETS	<u><u>697,045</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	552,164
Total Accounts Payable	552,164
Other Current Liabilities	
2100 · Payroll Liabilities	124
3001 · PAID IN CAPITAL-JP & BP	926
4000 · EQUITY	862
Total Other Current Liabilities	1,912
Total Current Liabilities	554,076
Total Liabilities	554,076
Equity	
3900 · Retained Earnings	16,792
Net Income	26,176
Total Equity	42,969
TOTAL LIABILITIES & EQUITY	<u><u>697,045</u></u>

SPARTAN COMMUNICATIONS CORP. OF NEW JERSEY

Profit and Loss

January through March 1999

04/26/99

	<u>Jan - Mar '99</u>
Income	
8000 · REVENUES	704,032
6600 · SERVICE COST	<u>-551,375</u>
Total Income	152,657
Expense	
11213 · CITY OF CHARLOTTE	0
6660 · Payroll Expenses	19,118
6999 · Uncategorized Expenses	0
8000 · ADVERTISING/PRINTING	1,018
8003 · TAX/LICENSES	299
8006 · CONTRIBUTIONS	25
8008 · ACCOUNTING	4,958
8009 · INSURANCE	234
8010 · CONSULTANTS	4,969
8011 · TEMPORARY EMPLOYMENT	975
8012 · COMMISSIONS	50,785
8014 · LEGAL	2,500
8016 · ENTERTAINMENT	35
8017 · TRAVEL EXPENSE	1,387
8060 · BANK SERVICE CHARGES	404
8100 · OFFICE EXPENSES	5,040
8160 · SOFTWARE/SUPPLIES	1,892
8200 · TELEPHONE	18,808
8210 · TELECOMMUNICATION EQUIPMENT	212
8300 · POSTAGE	2,518
8425 · SUBSCRIPTIONS/PUBS	9
8600 · OCCUPANCY	3,645
8612 · MATERIALS/SUPPLIES	605
8617 · REPAIRS	128
8620 · MEMBERSHIPS/DUES	500
8600 · FURNITURE LEASING	3,146
8701 · GASOLINE/OIL/ADDITIVES	299
8702 · VEHICLE REPAIR	205
8704 · VAN INSURANCE	555
8708 · PARKING	599
8709 · TOLLS	148
8790 · AIR TRAVEL	968
8800 · MEETINGS/CONFERENCES	214
8820 · PROMOTION & ENTERTAINMENT	80
8860 · REFFERAL FEES	200
Total Expense	<u>126,480</u>
Net Income	<u><u>26,176</u></u>



JAMES E. TEAL, SR. PA.
Independent Management Accountant

Non Profit (Fund Acctg.) Specialist
The Gamut of Business and
Personal Income Tax Preparation
Financial Statement Expert

704-567-5446
215-472-6455
tealjj@aol.com
Appointment Only



The Company

Spartan Communications Corporation (SCC), an African American owned national communications marketing and sales organization. SCC is strategically diverse, meeting the telecommunication needs of individuals and corporate clients. We offer a broad range of innovative and specialized services and products, marketed through a variety of distribution channels.

The company was founded February 2, 1995 by James E. Peacock and son, Bernard Peacock as Spartan Debt Services Corporation (SDSC), as a mortgage consulting firm, selling and marketing mortgage and financial services to a national market. However, November 1, 1997 Spartan Communications Corporation was established, as a division of SDSC, the communications arm. SCC entered the telecommunications industry, providing local, toll and long distance telephone services in the state of New Jersey. A short time later SCC had its certification to offer telecommunication services in the state of New York and Pennsylvania. SCC is presently filling for certification in the following states: North Carolina, Georgia, Kentucky, Illinois, Florida, Texas, South Carolina, Delaware, Maryland, Ohio, California, West Virginia, District of Columbia, Mississippi, Tennessee, Alabama, Louisiana, New England, Arkansas. In addition, expects to have certification by July 1, 1999.

Due to the difficulties at best, relationships' with the Bell Companies and the cost in doing business with them, particularly with there bundled products. SCC have been positioning it self to becoming a full facility, "Competitive Local Exchange Carrier" from its inception.

SCC has established over 3,500 payment centers across seven states. These payment centers provide a convenient way for our customers to pay their telephone bills near their home. It also provides SCC with cash flow management advantages.

Our main business is telecommunications sales. We have offices in Camden, New Jersey, Philadelphia, Pennsylvania, Charlotte, North Carolina and Atlanta, Georgia:

**519 North Federal Street
Parkade Building, Suite 211
Camden, NJ 08103**

**1341 Chestnut Street
Penthouse Suite
Philadelphia, PA 19103**





**SPARTAN COMMUNICATION
EXECUTIVE TEAM**

**JAMES E. PEACOCK
CHAIRMAN/CHIEF EXECUTIVE OFFICER**

**DOROTHY PEACOCK
VICE PRESIDENT OF CORPORATE ADMINISTRATION**

**JAMES E. TEAL SR
CONTROLLER**

**BERNARD PEACOCK
VICE PRESIDENT OF RETAIL SALES**

**REGINALD A. PEACOCK
DIRECTOR OF OPERATIONS**

**ABDUL-HAKIYM AKBAR
VICE PRESIDENT OF MARKETING**



Management

Spartan Communications Corporation will be governed by a board of Directors to be named at a later date. The Chairman, President, Chief Executive Officer will report to the Board of Directors. The board will consist of seven members.

Mr. James E. Peacock, co-founder, Chairman & CEO one of the founders of Spartan Communications Corporation, has over seven years experience in retail business as well as more than twenty five years of marketing, sales and sales management experience in a fortune 500 environment. Mr. Peacock will be accountable for the following:

- the management and direction of the company's policies and basic business development.
- grow the company's top and bottom line.
- the staffing of senior management.
- developing special relationships with major customers and vendors
- selection of new products and services.
- spearhead a team to open new telecommunications markets.
- set all company sales quotas and objectives.
- establish compensation guidelines.
- establish the overall guidelines for the success of Spartan Communications Corporation.

Mr. Peacock has been involved in another entrepreneurial venture that he operated successfully for more than three years. The business closed in 1984 due to the inability to secure a need ingredient in the product.

Mr. Peacock founded Muffco Industries, Inc. in 1981, the company manufactured and distributed an exhaust system repair kits. The product was a heat activated adhesive compound that adhered very well to metal - product name "Permabond."

Mr. Peacock took Muffco Industries to just under \$500,000.00 in sales per year and built a seven-state distribution network, in less than four years, with a \$5.25 retail product.

Mr. Peacock has held several sales and sales management positions with the following fortune 500 companies:



... It's in your hand.



- 0 Bank One Mortgage Loan Officer
- 0 Digital Technologies Sales Manager
- 0 ADP Inc. District Sales Manager
- 0 General Electric Company District Sales Manager
- 0 Honeywell Inc. National Account Manager
- 0 Fischer & Porter Company Senior Service Salesman
- 0 Honeywell Inc. Senior Service Salesman

The affiliation with Muffco Industries and "Permabond" with the above successful experience has fully prepared Mr. Peacock for success with Spartan Communications Corporation, and its products and services.



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Bernard Peacock, Co-Founder & Vice President of Retail Sales

for Spartan's residential products and services is one of the founders with eight years of sales experience with the following companies:

Ad-In Video Inc.
Freedom Mortgage Company
Bank One

Sales Representative
Loan Officer/Trainer
Sr. Loan Officer



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James E. Teal, Controller

has over twenty-five years of accounting and financial management experience. Managed over seventy small business and community projects in corporate finance. Directed/managed auditing and financial reporting. Specializing in Forensic (Investigative), Accounting, 1023 (501(c)3) Applications and 990 information return filing. Innovative in the designing and the reconstruction of company cash and information flow to meet individual client needs and business type.

One of the nine "Community Accountants" Volunteers for the 1990, 1991, and 1992 year. Award received in recognition from the "National Association of Accountants."

consultant for various non-profit and for-profit organizations establishing accounting and internal control systems. Performed outside services for CPA firms and temporary agencies which included: Public, corporate, tax exempt, partnership and payroll tax preparation; monthly, quarterly and yearly financial statements for write-up clients. This included year end employee tax information and documents. Provided auditing and investment services for CPA firms and various temporary agencies. Prep various CPA firm's clients Balance Sheets to an audit condition.

Membership and Affiliations:

- Membership - Association of Nonprofit Financial Officers
- Treasurer - Project Hope, Inc.
- Board Member - Friends Neighborhood Guild
- Board Member - Community Council on Mental Health and Mental Retardation
- Board Member - 3-D Optima Inc.
- Chairman - Indomitable Spirit Inc.
- Board Member - Calvary Economic Enterprise Development Corporation
- Treasurer - West Philadelphia Cultural Alliance
- Treasurer - Southwest Community Services, Inc.
- Treasurer - Woman in Touch, Against Abuse, 1989-1991
- Volunteer Committee Member - Community Accountants of Philadelphia
- Board Member - Providers Unlimited, Inc.
- Volunteer - IRS Volunteer Income Tax Assistance Program
- Presenter - Mayors Rite of Passage Program Workforce 2000



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Michael B. Blackwell, Vice President Public Affairs

Marketing Management and Public Relations professional with 17 years experience in marketing, Public relations, newspaper copy writing, editing, proofreading, radio and television production.

Sr. Writer and Account Executive, Armistad Communications Group - Full time writer, copy editor and proofreader of the Newark City Council Monitor, circulation 100,000 plus Established marketing plans for diversified client base to include builders, telecommunications companies, politicians and religious organizations.

Director Of Marketing, Bri-Pat Investment - Coordinated marketing department, responsible for event publicity and a variety of financial products for the local corporate market place.

Director Of Marketing and Public Relations, Select Marketing Concepts, Inc. - Executed strategic marketing plans and public relations for individual entertainment client base. Tracking, monitoring, reporting and resolving all technical issues related to client initiatives and needs.

Assistant to President/Sales and Marketing Manager, WCDL AMWLSP FM Radio, Lifestyle Productions - Assisted the President of the Company in key strategic decisions. Assisted in all aspects of radio commercial production to include writing, news gathering and editing. Charted sales and advertising through national Arbitron media monitoring organizations.



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Dorothy Peacock, Vice President of Corporate Administration

Seventeen years of supervision and management experience. Excellence systematic organization of personnel and office functions experience.

Financial Aid Director, The Cittone Institute - Supervised and directed financial aid staff, handled student problems regarding financial aid. Responsible for corporate policy regarding financial aid rules and regulations.

Financial Aid Director, The PTC Career Institute - Supervised and directed financial aid staff. Responsible for implementing all corporate policy with regard to financial aid rules and regulations.

Superior Training Services, Financial Services Coordinator - Processing student government loan applications. Administrate and manage the coordination of loan papers.

Volunteer Experience

Eastwood School PTA Executive Board - Committee Chairman

Bridgeport School's Parent Organization - Chairman

Bridgeport Tutorial Program - Manager

Elyria School's Parent Organization - Chairperson

Washington Township PTA



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Abdul-Hakiym Akbar, Vice President of Marketing

having proven advertising, sales, marketing, printing, management, customer service and mortgage banking experience. Mr. Akbar is a adept communicator with over 15 years experience in positions requiring knowledge of advertising and marketing and sales, offset printing production and mortgage lending.

Education

The Institute of Financial Education, Chicago, Illinois
American Institute of Mortgage Management, Phoenix Arizona
Rutgers University, New Brunswick, New Jersey
Essex County Vocational Technical High School

Work Experience

Fleet Finance Mortgage Lending, Glen Rock (Corporate Office)
Senior Residential Loan Officer

Kingsland Funding Corp., New York, NY
Senior Residential / Commercial Loan Officer

Lee Servicing Company A Division of Superior Bank, Montvale, NJ (Corporate Office)
Loan Workout Specialist / Foreclosure

Formerly Mid-Lantic Bank, West Patterson, NJ (Corporate Office)
Customer Services Representative

Home Federal Savings and Loan Association of San Francisco, Ca (Corporate Office)
Loan Services Counselor / Collection Foreclosure Specialist

Consolidated Financial Group, Norcross, GA
Loan Officer / REO Manager

First American South, Atlanta, GA
Loan Processor

CB/Equifax Information Services (Integrattech Performance Corporation), Chamblee Dunwoody, GA
Collections / Customer Service

MCI, Atlanta, GA
Account Services / Sales

Other Experience: Advertising Sales, Creative Copy Writing, Developing of Point of Purchase display items. Advertising/Marketing Director for the 1984 Congressional Campaign. Alveda "King" Beal (The niece of the late Dr. Martin L. King Jr.) Responsibility included arranging advertising contracts, planning and originating the campaign theme/slogan "Vote this Beal into Congress", aiding in the design of all print promotional related material.



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Technical Staff

Spartan can boast of having a technical staff of technicians and consultants second to none. Combined, our staff have over a one hundred twenty seven years of experience building, managing, servicing facility based equipment.

The technical staff is responsible for equipment purchase, installations, and on



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SM

Name	Telephone #	Skills Sets	Years Experience	Jobs Worked
Gaylord G. Hogue	301-758-1865	Technical/Facility Project Management, Product Research, Engineering Economic Planning, Contract Negotiations / Management, Programmer, Technical / Facility Planning System Designer and Development, Voice and Data Technologies, Business Product Strategies Data Base Manager and Analysis, Process Management, Programmer, Communication Technician (voice, Data, Facility, Trouble Reporting, Billing, etc.) Marketing Strategy For Access	25	Engineering, Marketing, Operation, Planning, System Designer, Database Analysis, Programmer, Collection/Credit, Network Service
Lee A. Batts	703-278-8769	Technical/Facility Project Management Economic Planning Access Planning & Management Technical & Facility Planning Voice & Data Technologies Process Management & Training Vendor Management Marketing (Promotions) CAMS (Equipment Acceptance Testing) Fraud Management Billing Management Billing Issue Resolution Industry Relations (Small Independent Telcos, Industry Advocacy Associations, lobbying) Credit Card Management Contract Compliance	27	Engineering, Marketing, Fundamental & Technical Planning, System Administration, State Manager – Independent Company Relations, Facility & Technical Project Management
Ronald F. Harrison	301 588-1170	Technical/Facility Project Management, Plant Engineering (Building Infrastructure) Economic Planning, Access Cost Analysis, General Telecom Infrastructure Planning, Business Product Strategies, Process Management, Telecom Supervision,	28	Plant Engineering, Outside Installation Supervision, Service Order Supervision, Service Cost Analysis, Access Cost Management, Cable Company Delinquent Account Management, Telecom Cost Analysis

		Marketing Strategy For Access Facilities, Local and Long Distance Planning, Telecom Tariff Analysis, Business Strategies		
Richard H. Dillon	703-680-1947			
Harry J. Newett	703-383-0845			
Consultant #1		Project Management of telecommunication Network and Equipment, Financial analysis access networks, System design and Application development, Internet network operations, Telecommunications network operations. Database (i.e. Oracle, Informix) PC software and hardware installation and upgrades, PC networking (e.g., LAN, WAN), UNIX, LINUX, MS Operating Platforms Training Web Pages (HTML) Visual Basic programming.	15	Communication Tech, Project Implementation Manager, Access Financial Analyst, Access Network Planning, Information Resource Manager, Equipment Project Manager
Consultant #2		Technical/Facility Project Management, Engineering (Provisioning, RBOCProcess), CPE (Customer Provided Equipment), PBX, DSU/CSU, Configuration. Technical /Network Reliability Council (FCC) Compliance (Diversity/Redundancy, Disaster Recovery), Network Design, Development, Implementation, Facility Utilization, Network Optimization, Equipment Test/Acceptance Criteria, Digital/Analog, Voice/Data Technologies, Process Management-Quality Improvement. Communication Technician (voice, Data, Facility, Trouble Shooting, Trouble Reporting Process, etc.) Microsoft Products (Word, Excel, etc.)	30	Operation, Engineering, Contract Analysis, Provisioning, Network Service Management
Consultant #3				

Lisa L. Spooner
Attorney

BellSouth Telecommunications, Inc.
Legal Department
125 Perimeter Center West
Atlanta, Georgia 30346
Telephone: 770-391-2418
Facsimile: 770-391-2812

May 22, 1998

Ms. Helen O'Leary
Executive Secretary
Georgia Public Service Commission
Room 520
47 Trinity Avenue, S.W.
Atlanta, GA 30334

RE: Approval of the Resale Agreement Negotiated by BellSouth
Telecommunications, Inc. ("BellSouth") and Spartan Debt Services
Corporation, pursuant to Sections 251, 252 and 271 of the
Telecommunications Act of 1996; Docket No. 9227-U

Dear Ms. O'Leary:

Enclosed for filing with the Commission are the original and eleven copies of
BellSouth's Affidavit of Proof of Publication of the Legal Notice for Request for Approval
of Resale Agreement filed in the above-referenced matter. Accordingly, the latest time
for a party to file a Commission Rejection would be June 19, 1998.

I would appreciate your filing the Affidavit with the Commission and returning to
me a file-stamped copy of same. Thank you for your assistance.

Very truly yours,



Lisa L. Spooner

cc: Spartan Debt Services Corporation
Mr. Jim Hurt
Mr. Kennard Woods

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

Request for Approval of the Resale Agreement)
negotiated by BellSouth Telecommunications, Inc.)
and Spartan Debt Services Corporation, Pursuant to)
Section 252 of the Telecommunications Act of 1996) Docket No. 9227-U

AFFIDAVIT REGARDING PROOF OF
PUBLICATION OF LEGAL NOTICE FOR REQUEST FOR
APPROVAL OF RESALE AGREEMENT

Personally appeared before me, the undersigned, Warren A. Ragsdale, who, being first sworn according to law, deposes and states on oath that he is Director-Public Affairs in the Georgia operations of BellSouth Telecommunications, Inc., ("BellSouth") and that he is making this Affidavit in connection with the Request for Approval of Resale Agreement negotiated by BellSouth Telecommunications, Inc. and Spartan Debt Services Corporation; Docket No. 9227-U, pursuant to Section 252 of the Telecommunications Act of 1996.

Deponent further states that in accordance with the Georgia Public Service Commission's ("Commission") procedures for review of resale agreements, all steps necessary were taken to ensure that the Notice of Request for Approval of Resale Agreement of BellSouth and Spartan Debt Services Corporation was published at least once in a newspaper of general circulation. A copy of the published Legal Notice is attached hereto and made a part hereof as Exhibit "A", which lists the name of the publication and the date on which the notice was published.

This 20 day of May, 1998.

Warren A. Ragsdale
Warren A. Ragsdale

Sworn to and subscribed before
me this 20th day of May, 1998.

Carol A. Jones
Notary Public

CAROL A. JONES
Notary Public, Cherokee County, GA
My Commission Expires May 31, 1999

**PUBLICATION NOTICE FOR RESALE
AGREEMENT PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996**

BellSouth Telecommunications, Inc. ("BellSouth") and Spartan Debt Services Corporation entered into a resale agreement pursuant to Section 252 of the Telecommunications Act of 1996. This resale agreement was filed with the Georgia Public Service Commission on May 11, 1998. A copy of the agreement is on file with the Georgia Public Service Commission and may be reviewed at the offices of the Commission at 47 Trinity Avenue, S.W., Atlanta, Georgia 30334; Telephone (404) 656-4540 or (800) 282-5813 (inside Georgia only).

This matter has been assigned Docket No. 9227-U. Any person and/or entity wishing to file a Request for Commission Rejection in this proceeding must file such a request within 30 days of this first publication notice. A original and twenty-five (25) copies of the Request for Commission Rejection shall be filed with the Commission's Executive Secretary by 4:00 p.m. on that date. Copies of the notice must also be served on the parties to the agreement. The names and addresses of those parties are set forth below. This Request for Commission Rejection shall set forth the basis for rejecting the agreement pursuant to Section 252 of the Telecommunications Act of 1996.

If any person and/or entity files a request for Commission Rejection pursuant to the standards set forth in Section 252 of the Telecommunications Act of 1996, the Commission will consider setting the matter down for hearing and will so notify all parties in the case including the person and/or entity filing the Request for Commission Rejection.

This notice is published at the direction of the Georgia Public Service Commission.

BellSouth Telecommunications, Inc.
Attn: Fred McCallum Jr.
General Counsel - Georgia
Room 376
125 Perimeter Center West
Atlanta, GA 30346

Spartan Debt Services Corporation
Attn: James E. Peacock
President
2920 Lake Colony Drive
Suite 8
Norcross, GA 30071

© BELL SOUTH*

Docket no.
9227-4

Lisa L. Spooner
Attorney

BellSouth Telecommunications, Inc.
Legal Department
125 Perimeter Center West
Atlanta, Georgia 30346
Telephone: 770-391-2418
Facsimile: 770-391-2812

May 11, 1998

Ms. Helen O'Leary
Executive Secretary
Georgia Public Service Commission
47 Trinity Avenue, Room 520
Atlanta, GA 30334

Re: Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Spartan Debt Services Corporation, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Ms. O'Leary:

Pursuant to section 252(e) of the Telecommunications Act of 1996 ("Act"), BellSouth and Spartan Debt Services Corporation are submitting to the Georgia Public Service Commission their negotiated resale agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by Spartan Debt Services Corporation. BellSouth will publish the appropriate notices.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Spartan Debt Services Corporation within 90 days of its submission. The Act provides that the Commission may only reject an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Thank you for your consideration.

Sincerely,


Lisa L. Spooner

cc: Spartan Debt Services Corporation
Mr. Jim Hurt
Mr. Kennard Woods

**Agreement Between BellSouth Telecommunications, Inc. and Reseller Regarding
The Sale of BellSouth Telecommunications Services to Spartan Debt Services Corporation
For The Purposes of Resale**

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth" or "Company"), a Georgia corporation, and **Spartan Debt Services Corporation** ("Reseller"), a Pennsylvania corporation, and shall be deemed effective as of May 6, 1998.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and;

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

- A. The term of this Agreement shall be two years beginning May 6, 1998 and shall apply to all of BellSouth's serving territory as of January 1, 1998 in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and
- B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

- A. **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

- B. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.
- C. END USER means the ultimate user of the telecommunications services.
- D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.
- G. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").
- H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

- A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

- B. Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 1. Reseller must resell services to other end users.
 - 2. Reseller must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.
 - 3. Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

- C. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.
- D. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.
- E. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.
- F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.
- G. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.
- H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.
- J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.
- K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.
- N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.
- O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.
- P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:
 - 1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;

3. Impair the privacy of any communications; or
 4. Create hazards to any employees or the public.
- Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.
- R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.
- S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.
- T. BellSouth will provide customer record information to Reseller provided Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
1. Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.
 2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilizes the services.
- U. BellSouth will provide certain selected messaging services to Reseller for resale of messaging service without the wholesale discount.
- V. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- W. All costs incurred by BellSouth for providing services to Reseller that are not covered in the BellSouth tariffs shall be recovered from the Reseller who utilizes those services.

IV. BellSouth's Provision of Services to Reseller

- A. Reseller agrees that its resale of BellSouth services shall be as follows:
1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.
 4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.
 5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.
 6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.
- B.** Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.
- C.** Reseller may resell services only within the specific resale service area as defined in its certificate.
- D.** Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
- E.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

- A.** Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- B.** Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.
- C.** Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.
- F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate non-recurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.
- G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
3. Such security deposit may not exceed two months' estimated billing.
4. The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.
5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
6. In the event that Reseller defaults on its account, service to Reseller will be terminated and any security deposits held will be applied to its account.
7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

- A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.
- B. The Company shall bill Reseller on a current basis all applicable charges and credits.
- C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- D. The Company will render bills each month on established bill days for each of Reseller's accounts.
- E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.
- F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

- I. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.
- J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.
- K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. Requests by the Reseller for assistance with billing services should be referred to the appropriate entity or operational group within the Company.
- L. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.
- M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

- A. The procedures for discontinuing service to an end user are as follows:
 1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
 2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
 3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter.
3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Reseller's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller's upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller's is solely responsible for notifying the end user of the proposed disconnection of the service.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from

voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

- B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.
- C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:
 - 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.
 - 2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
 - 3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.
- D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

X. Treatment of Proprietary and Confidential Information

- A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
- B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Notices

- A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Spartan Debt Services Corporation

CLEC Account Team
3535 Colonnade Parkway
Room E4E1
Birmingham, AL 35243

James Peacock, President
2920 Lake Colony Drive
Suite 8
Norcross, GA 30071

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

- B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**STATE OF
NORTH
CAROLINA**



**Department of The
Secretary of State**

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

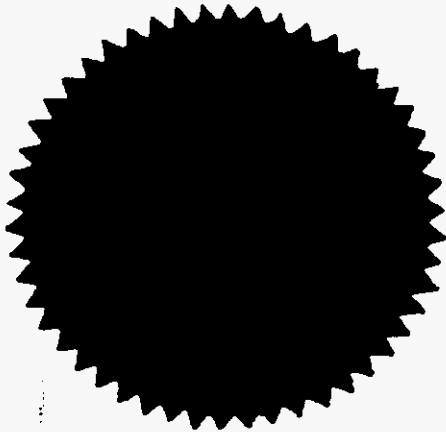
ARTICLES OF INCORPORATION

OF

**SPARTAN COMMUNICATIONS CORPORATION
OF NORTH CAROLINA**

the original of which was filed in this office on the 7th day of January, 1999.

**IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal at the
City of Raleigh, this 7th day of January, 1999.**



Elaine F. Marshall

Secretary of State

**SPARTAN COMMUNICATIONS
519 FEDERAL ST, PARKADE BLDG, STE 211
CAMDEN, NJ 08105**

ATTENTION:

RE: SPARTAN COMMUNICATIONS CORPORATION OF NORTH

CAROLINA

STATE OF NORTH CAROLINA
Department of the Secretary of State

FILED
10:05
JAN 07 1999

ARTICLES OF INCORPORATION

pursuant to Section 55-2-02 of the General Statutes of North Carolina, the undersigned does hereby certify that these Articles of Incorporation for the purpose of forming a business corporation.

EFFECTIVE: JAN 07 1999
BRIAN F. JARRELL
SECRETARY OF STATE
NORTH CAROLINA

- 1. The name of the corporation is: SPARTAN Communications Corporation of North Carolina
- 2. The number of shares the corporation is authorized to issue is: 20,000,000
These shares shall be: (check either a or b)
a. all of one class, designated as common stock; or
b. divided into classes or series within a class as provided in the attached schedule,
with the information required by N.C.G.S. Section 55-6-01.

3. The street address and county of the initial registered office of the corporation is:
Number and Street 3209 BRACEY COURT
City, State, Zip Code Matthews NC 28105 County Mecklenburg

4. The mailing address if different from the street address of the initial registered office is:

5. The name of the initial registered agent is: JAMES E. PEACOCK

6. Any other provisions which the corporation elects to include are attached.

7. The name and address of each incorporator is as follows:
JAMES E. PEACOCK BRIAN F. JARRELL
3209 BRACEY COURT 3209 BRACEY COURT
MATTHEWS NC 28105 MATTHEWS NC 28105

8. These articles will be effective upon filing, unless a date and/or time is specified: _____
12 day of 18, 1998

James E. Peacock
Signature
JAMES E. PEACOCK - President
Type or Print Name and Title

NOTES:
Filing fee is \$125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.
(Revised October, 1997)

PH. (800) 500-4734
3443 ASHFORD DUNWOODY RD. STE. 144
ATLANTA, GA 30319

WACHOVIA BANK OF GEORGIA, N.A.
ATLANTA, GA 30383

12/18/98

ORDER TO THE STATE OF NC DEPT OF STATE

\$ 125.00

One Hundred Twenty-Five and 00/100

DOLLAR
Security Inc.
Included.
Outside on c.

STATE OF NORTH
CORPORATION DIVISION
DEPT OF SECRETARY OF STATE
300 NORTH SALEMSTORY ST.
RALEIGH, NC 27603-5909

MEMO FILING FEE

SPARTAN DEBT SERVICES CORPORATION

STATE OF NC DEPT OF STATE
8003 - TAX/LICENSES

FILING FEE

12/18/98

1102

125.00

REDACTED

56-2114971

WACHOVIA-GA

FILING FEE

125.00

XVII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVIII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.

BY: _____

Signature

NAME: _____

Jerry Hendrix
Printed Name

TITLE: _____

Director

DATE: _____

5/6/98

Spartan Debt Services Corporation

BY: _____

Signature

NAME: _____

James Peacock
Printed Name

TITLE: _____

President

DATE: _____

April 28, 1998

DUPLICATE ORIGINAL

**EXHIBIT A
APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

DISCOUNT*		
STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the end user's central office.

** In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
ALABAMA	\$100.00	\$50.00	\$10.80	\$22.00
FLORIDA	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$100.00	\$50.00	\$10.80	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.80	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$18.14
MISSISSIPPI	\$100.00	\$50.00	\$10.80	\$22.00
NORTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE	\$100.00	\$50.00	\$10.80	\$22.00

EXHIBIT B
Page 1 of 2

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Note 5	Note 5
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services (See Note 9)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 9)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch SM Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Note 6	Note 6	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note 9)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 9)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch SM Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Applicable Notes:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 4 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- 5 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order (1/28/97 for LA and 3/10/97 for MS) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (1/28/97 for LA and 3/10/97 for MS) will not be eligible for resale.

- 6 In North Carolina, **Contract Service Arrangements** entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.
- 7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 8 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service
- 9 Exclusions for N11/911/E911 are also applicable to equipment associated with the service

SYNOPSIS

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed Resale Agreement by and between BellSouth Telecommunications, Inc. and Spartan Debt Services Corporation.

The term of this Agreement shall be two years beginning May 6, 1998. This Agreement shall automatically be renewed for two additional one-year periods unless either party indicates its intent not to renew the Agreement.

TITLE PAGE

FLORIDA LOCAL TELECOMMUNICATIONS TARIFF

OF

SPARTAN COMMUNICATIONS CORPORATION

OF

NORTH CAROLINA

THIS tariff filed with the
Florida Public Service Commission,
contains the terms, and conditions applicable to
Local Exchange Services within the State of Florida
offered by Spartan Communications Corporation of North Carolina

ISSUED: July 30, 1999

Issued By: James E. Peacock, President

519 North Federal Street, Parkade Building, Suite 211

Camden, NJ 08103

TARIFF FORMAT

A. SHEET NUMBERING - Sheet numbers appear in the upper corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 5 and 6 would be 5.1.

B. SHEET REVISION NUMBERS - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the commission. For example, the 5th revised sheet 5 cancels the 4th revised sheet 5. Consult the check sheet for the sheet currently in effect.

C. PARAGRAPH NUMBER SEQUENCE - There are nine levels of paragraph coding. Each level of coding is subservient to the higher level:

- 1.
- 1.1
- 1.1.1.
- 1.1.1.A.
- 1.1.1.A.1
- 1.1.1.A.1.(a)
- 1.1.1.A.1.(a).I.
- 1.1.1.A.1.(a).I.(i).
- 1.1.1.A.1.(a).I.(i).(1).

D. CHECK SHEETS - When a tariff filing is made with the commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

ISSUED: July 30, 1999

Issued By: James E. Peacock, President

519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

APPLICATION OF TARIFF

This tariff contains the regulations applicable to the provision of local exchange telecommunications service by Spartan Communications Corporation of North Carolina within the State of Florida.

ISSUED: July 30, 1999

Issued By: James E. Peacock, President

519 North Federal Street, Parkade Building, Suite 211

Camden, NJ 08103

TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Spartan Communications Corporation of North Carolina Customer's location to the carriers switching center or point of presence.

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

Carrier or Company - Whenever used in this tariff, "Carrier", "Company", or "SCC" refers to Spartan Communications Corporation of North Carolina unless otherwise specified or clearly indicated by the context.

Commission - Florida Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, conceals, amends, or uses service and is responsible for payment of charges and compliance with the company's tariff.

ILEC - The Incumbent Local Exchange Carrier.

Spartan Communications Corporation of North Carolina or SCC - used throughout this tariff to mean Spartan Communications Corporation of North Carolina unless clearly indicated otherwise by the text.

LEC - Local Exchange Company

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

ASR - Access Service Request

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

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

ISSUED: July 30, 1999

Issued By: James E. Peacock, President

519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

TECHNICAL TERMS AND ABBREVIATIONS, CONT

Station-to-Station Calling - A service whereby the originating end user requests the assistance of a company operator to place or bill the call. Calls billed collect or to a telephone company-issued calling card or to an authorized credit card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated calling card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a company operator. Collect calls to coin telephones and transfers or charges to third telephones that are coin telephones will not be accepted.

ISSUED: July 30, 1999

Issued By: James E. Peacock, President
519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS

1.1 Undertaking of Spartan Communications Corporation of North Carolina

Spartan Communications Corporation of North Carolina (SCC) offered pursuant to this tariff are furnished for Local Exchange Service among specified points within a Local Calling area. SCC will offer services over resold facilities.

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

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

1.2 Limitations

1.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

1.2.2 SCC reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.

1.2.3 All facilities provided under this tariff are directly controlled by SCC and the customer may not transfer or assign the use of service or facilities with the express written consent of the company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the services or facilities.

1.2.4 Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT

1.3 Use

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

1.4 Liabilities of SCC

- 1.4.1 SCC's liability for damages arising out of mistakes, interruptions, omissions, delays errors, or defects in transmission which occur in the course of furnishing service of facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 1.4.2 SCC shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than SCC, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond SCC's direct control.
- 1.4.3 SCC shall not be liable for, and shall be fully indemnified and held harmless by customer's against any claim or loss, expense, or damage (including, indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property entity arising out of the material, data, information, or other content revealed to, transmitted, or used by SCC under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by SCC, if not directly caused by negligence of SCC.
- 1.4.4 No agent or employee or any other carrier shall be deemed to be an agent or employee of SCC.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.4 Liabilities of SCC, Cont

1.4.5 SCC shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of SCC's negligence.

1.5 Deposits

1.5.1 SCC does not normally collect deposits from customers. However, deposits may be required from customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the commission.

1.6 Advance Payments

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

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

1.7 Taxes

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

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Camden, NJ 08103

SECTION 1 RULES AND REGULATIONS, CONT.

1.8 Equipment

- 1.8.1 SCC's facilities and service may be used with or terminated in Customer-Provided terminal equipment or Customer-Provided communications systems, such as a PBX, key systems or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of SCC's service. The customer is responsible for ensuring that customer-provided equipment connected to SCC equipment and facilities is compatible with such equipment and facilities.
- 1.8.2 SCC shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the company, except upon the written consent of SCC.
- 1.8.3 Equipment SCC provides or installs at the Customer premises for use in connection with services SCC offers shall not be used for any purpose other than that for which SCC provided it.
- 1.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by SCC's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than SCC, including but not limited to the Customer.
- 1.8.5 SCC shall not be responsible for the installation, operator or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of SCC shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, SCC shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.8 Equipment, cont

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

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

1.9 Installation

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

1.10 Payment for Service

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

SCC billing invoices will be considered correct and binding upon the customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.10 Payment for Service, cont.

If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Florida Public Service Commission for final resolution.

1.11 Reserved for Future Use

1.12 Cancellation by Customer

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

1.13 Interconnection

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

1.14 Refusal of Discontinuance by Company

SCC may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency:

- 1.14.1 For non-compliance with or violation of any state, municipal, or Federal law, ordinance or regulation pertaining to telephone service
- 1.14.2 For use of telephone service for any other property or purpose than that described in the application.
- 1.14.3 For neglect or refusal to provide reasonable access to SCC or its agents for the purpose of inspection and maintenance of equipment owned by SCC or its agents.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.14 Refusal of Discontinuance by Company, cont.

- 1.14.4 For non-compliance with or violation of Commission regulation or SCC's rules and regulations on file with the Commission, provide seven days written notice is given before termination.
- 1.14.5 For nonpayment of bills, including bills for any of SCC's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases. However, residential basic local service shall not be disconnected for nonpayment for at least 29 days from the date of the bill, and SCC has given Customer a written notice of the proposed disconnection at least five (5) days before the date of disconnection.
- 1.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect SCC's equipment or service to others.
- 1.14.7 Without notice in the event of tampering with the equipment or services owned by SCC or its agents.
- 1.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, SCC may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the lost in revenues resulting from such fraudulent use.
- 1.14.9 Without notice by reason of any other or decision of a court or other government authority having jurisdiction which prohibits SCC from furnishing such services.

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.15 Inspection, Testing, and Adjustment

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

1.16 Tests, Pilots, Promotional Campaigns and Contest

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

1.17 Interruption of Service

Credit allowances for interruptions of service which are not due to SCC's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 1.4 herein. It shall be the obligation of the Customer to notify SCC immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to SCC's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

1.18 Cost of Collection and Repair

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

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211

Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.19 Returned Check Charges

A fee of \$27.00, or five percent of the amount of the check, may be charged for each check returned for insufficient funds.

1.20 Service Implementation

Absent a promotional offering, service implementation charges of \$39.99 per service order will apply to new service order or to orders to change existing service for the business services listed in Section 2.

1.21 Reconnection charge

A reconnection fee of \$39.99 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

1.22 Operator Service Rules

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

1.23 Access to Telephone Relay Services

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

1.24 Access to Carrier of Choice

End users of SCC's local service shall have the right to select the interexchange telecommunications service provider (SCC) of their choice. The SCC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. SCCs should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.25 Directory Listings

- 1.25.1 SCC does not publish a directory of subscriber listings. SCC, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 1.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section for the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 1.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as required by subscribers or prospective subscribers, SCC will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.
- 1.25.4 Listings must conform to SCC's specifications with respect to the directories. SCC reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of SCC's records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 1.25.5 SCC reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 1.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.
- 1.25.7 Liability of SCC due to directory errors and omissions is as specified in Section 1 of this tariff.

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

1.26 Special Construction

Subject to the agreement of SCC and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

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

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.27 Universal Emergency Telephone Number Service (911,E911)

1.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does SCC undertake such responsibility.

1.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. SCC will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

1.27.3 the 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

1.27 Universal Emergency Telephone Number Service (911, E911), cont.

1.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise SCC of any changes as they occur in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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Camden, NJ 08103

SECTION 1 - RULES AND REGULATIONS, CONT.

1.27 Universal Emergency Telephone Number Service (911, E911),cont.

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

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Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES

2.1 Local Service Areas

SCC will provide Local Exchange Service throughout the State of Florida.

2.2 Product Descriptions

2.2.1 Timing of Calls - Usage-Sensitive Products

- 2.2.1.A Usage charges for usage-sensitive products are based on the actual usage of SCC's network. SCC will determine that a call has been established by signal from the local telephone company.
- 2.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 3 of the Rate Schedules.
- 2.2.1.C Usage is measured and rounded to the next higher billing increment for billings purposes.
- 2.2.1.D There is no usage-based billing applied for incomplete calls.

2.2.2 SCC Business Services

SCC'S Business Services are offered for local calling using the facilities of SCC and/or those of other authorized Local Exchange Carriers. SCC's Business Services are offered primarily to the following;

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and residential homes.

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Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICE, CONT.

2.2.2 SCC Business Services, cont.

3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

2.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the SCC Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with SCC's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Feature. Installation charges apply.

2.2.2.B Private Branch Exchange (PBX) Service

SCC's PBX Service uses PBX Trunks to connect a customer PBX system or other similar equipment to SCC's Central Office. Standard configurations include Local CO Trunks, Direct Inward Dialing (DID), Direct Outward Dailing (DOD) and Combination Trunks. This service provides Customers with unlimited local calling, rotary/hunting service and Carrier Access. SCC treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Service is billed based on monthly usage, together with monthly recurring charges. Special rates are offered to customers who purchase this service in conjunction with SCC's long distance products. Installation charges also apply.

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES, CONT.

2.2.2. SCC Business Services, Cont.

2.2.2.C Optional Business Features

2.2.2.C.1 Direct Inward Dial (DID) Service

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applied for each DID-equipped PBX Trunk or channel.

Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. SCC reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of SCC's resources. In addition, SCC reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should SCC determine, based on its own discretion, that there is inefficient number utilization, SCC may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by SCC, and no right to the continuance of service through any particular end office. SCC reserves the right to change such numbers, or end office designation associated with such numbers, or both, assigned to the Customer, whenever SCC deems it necessary to do so in the conduct of its business.

ISSUED: July 30, 1999

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Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES, CONT.

2.2.3 Directory Listings

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

2.2.4 Residential Service

Residential Service provides the customer with a single analog, voice grade telephonic communications channel which can be used to place or receive one call at a time.

2.2.5 Optional Residential Service

- | | | |
|---------|--------------------|---|
| 2.2.5.A | Call Forwarding: | Call Forwarding service lets the user transfer incoming calls to another telephone number. |
| 2.2.5.B | Call Waiting: | Permits a line in use to be alerted by a tone when another call is attempting to complete to the line. The service also provides an automatic hold feature that is activated by a switchhook flash. |
| 2.2.5.C | Speed Dialing: | This feature allows the user to program the phone to dial frequently called local and long distance numbers by dialing just one or two digits. This feature is available in two increments, up to 8 numbers and up to 30 numbers. |
| 2.2.5.D | Three Way Calling: | Allows the user to add a third party to an existing conversation. |
| 2.2.5.E | Caller ID | Let's you know who's calling your home. |

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES, CONT.

2.2.6 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to SCC's interexchange outbound calling services charges.

2.2.6.A Operator Dialed Surcharge

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

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

The Operator Dialed Surcharge applied in addition to any other applicable operator charges.

2.2.6.B Business Line Verify and Line Interrupt Service

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

A charge will apply when:

1. The operator verifies that the line is busy with a call in progress;
2. The operator verifies that the line is available for incoming calls; or

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICE, CONT.

2.2.6 Operator-Assisted Services, cont.

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

No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency; or
2. Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold SCC harmless against all claims that may arise from either party to the interrupted call or any person.

2.2.7 Directory Assistance

Customers and users of SCC's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

Call allowances are as stated below:

1. Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.
2. Customers with Centrex main station lines will receive 10 free calls per equivalent number of PBX trunks. The number of equivalent PBX trunks is determined in accordance with the PBX Equivalency Table below:

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES, CONT.

2.2.7 Directory Assistance, cont.

Number of Main Station Lines	Equivalent PBX Trunks	Number of Main Station Lines	Equivalent PBX Trunks
1	1	87 - 98	15
2	2	99 - 111	16
3	3	112 - 125	17
4 - 6	4	126 - 139	18
7 - 10	5	140 - 155	19
11- 15	6	156 - 171	20
16- 21	7	172 - 189	21
22- 28	8	190 - 207	22
29- 36	9	208 - 225	23
37- 45	10	226 - 243	24
46- 56	11	244 - 262	25
55- 64	12	263 - 281	26
65- 75	13	282 - 300	27
76- 86	14	*	

* Each additional 10 main station lines or fraction thereof equal to one PBX trunk.

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify SCC operator of Business Office of the problem experienced.

ISSUED: July 30, 1999

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519 North Federal Street, Parkade Building, Suite 211
Camden, NJ 08103

SECTION 2 - DESCRIPTION OF SERVICES, CONT.

2.2.7 Directory Assistance, cont

Exemptions:

1. Residential Customers are exempt from Directory Assistance charges.
2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with SCC will be exempt from Directory Assistance charges.
3. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

2.2.8 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. SCC will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

2.2.9 Digital PBX Trunks

PBX trunks are used to connect a PBX to SCC Switched Network (SCC's DMS500's) A standard configuration includes Local Central Office Trunks and one of the following dialing capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD) or Combination Trunks (DID and DOD = DIOD). SCC PBX trunks are served over a T-1 circuit which holds up to 24 individual PBX trunks.

Pricing for PBX trunks consists of two components; a base monthly charge plus a charge per trunk up to 24 trunks per T-1. PBX trunks have a non-recurring set-up charge and 1 year minimum contract.

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SECTION 2 - DESCRIPTION OF SERVICES

2.2.9 Digital PBX Trunks, cont.

Each PBX trunk includes the following features; one directory number per trunk, number reservation for future growth, 1 directory listing per trunk, hunting and caller ID. For an additional charge, the customer has private listing or additional listings options. DID numbers are available in blocks of 20 for an additional charge. A customer can keep his/her phone number through remote call forwarding for a small monthly charge.

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SECTION 3 - RATES

3.1 General

Installation, monthly recurring and per minute usage charges will apply to SCC's local exchange services. An addition per-call operator service charge will apply for operator-assisted calling.

3.2 SCC Business Services

3.2.1 Business Exchange Line Service - SCC Facilities

This service may be provided with or without SCC's long distance service.

3.2.1.A Monthly Charges

Per Month

With SCC Long Distance	\$54.95
Without SCC Long Distance	\$44.95

3.2.1.B Optional Features

Call Waiting	\$8.50 per line/per month
Call Forwarding	\$6.50 per line/per month
Three-way Calling	\$4.50 per line/per month
Speed Dialing	\$6.50 per line/per month
Class Features	\$5.00 per line/per month
Caller ID	\$10.95 per line/per month
Non-recurring Installation Charges (per optional feature)	\$48.50 per line

NOTE:

SCC's rates will be filed with the Commission upon the completion of rate negotiation with BellSouth.

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SECTION 3 - RATES CON'T

3.2 SCC Business Service, cont.

3.2.2. Private Branch Exchange Service - SCC Facilities

This service may be provided with or without the Company's long distance service.

3.2.2.A Monthly Charges

Per Month

With SCC Long Distance	\$66.25
Without SCC Long Distance	\$71.25

3.2.2.B Usage-Sensitive Charges

Each 6 Seconds

With SCC Long Distance	\$0.16/\$25 Max. per month
Without SCC Long Distance	\$0.16/\$25 Max. per month

3.2.2.C Installation Charge

Per trunk: \$30.00

3.2.3. Optional Business Features - SCC Facilities

3.2.3.A Direct Inward Dial (DID) Service

	<u>Non-recurring</u>	<u>Monthly Charge</u>
Per Block (20 DID Nos.)	\$25.00	\$15.00

3.2.3.B Directory Listings

	<u>Non-recurring</u>	<u>Monthly Charge</u>
Each add'l listing:	\$12.00	\$2.00

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SECTION 3 - RATES, CONT.

3.2 Reserved for Future use

3.3 Reserved for Future use

3.4 Reserved for Future use

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SECTION 3 - RATES, CONT.

3.5 Operator-Assisted Services

3.5.1 Operator Charges (per call)

	<u>Charge</u>
Person-to-Person	\$2.50
Station-to-Station (Customer Dialed)	\$1.00

When more than one class of service is involved, only the higher surcharge is applicable.

3.5.2 Operator Dialed Surcharge

Operator Dialed Surcharge

3.5.3 Busy Line Verify and Line Interrupt Service

	<u>Each request</u>
Busy Line Verify Service	\$0.95
Busy Line Verify and Line Interupt Service	\$0.45

3.5.4 Directory Assistance

	<u>Local</u>	<u>All Other</u>
Per Request	\$0.40	\$0.40

The rates are charged for each request for Directory Assistance except for the exemptions specified in Section 2.2.7.

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SECTION 3 - RATES, CONT.

3.6 SCC's Local Service Rates in BellSouth Telecommunications, Inc. Florida Service Area

Rate Group	Local Calling Scope Access Lines	Residence Rates	Business Rates	PBX Rates
II	0-42,500 a) Rotary-dial, each	12.08		
	b) Touch-tone, each	13.25	24.41	37.69
V	42,501-100,000 a) Rotary-dial, each	13.70		
	b) Touch-tone, each	14.87	30.62	47.63
VII	100,000-250,000 a) Rotary-dial, each	14.20		
	b) Touch-tone, each	15.37	35.57	55.55
XII	250,000-UP a) Rotary-dial, each	16.54		
	b) Touch-tone, each	17.71	45.47	71.39

RATE GROUPS EXCHANGES

V	Brandon	Fort Lauderdale	Rocky Creek
	Brent	Hollywood	St. Petersburg
	Cape Cod	Lakeland	Srasola
	Clearwater	Largo	Tampa
	Cypress Gardens	Miami	West Palm Beach
	Egypt Lake	Pensacola	Winter Haven
	Fort Myers	Pinellas Park	Winston

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SECTION 3 - RATES, CONT.

3.6 SCC's Local Services Rates in BellSouth Telecommunications, Inc. Florida
Service Areas, cont.

RATE GROUPS EXCHANGES, CONT.

VI

SECTION 3 - RATES, CONT.

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3.6 SCCs Local Service Rates in Bellsouth Telecommunications, Inc. Florida

Service Area, cont.

CUSTOM CALLING SERVICES

A) Residence

Features

	<u>Monthly Rate</u>
Call Forwarding Variable	\$5.95
Three-Way Calling	4.60
Call Waiting	8.95
Speed Calling (8-Code)	4.50
Speed Calling (30-Code)	6.50
Call Forwarding Busy Line	.90
Call Forwarding Don't Answer	.90
Remote Access-Call Forwarding Variable	4.50
Customer Control of Call Forwarding Busy Line	2.70
Customer Control of Call Forwarding Don't Answer	2.70
Call Forwarding Busy Line <i>Multipath or</i>	1.80
<i>Customer Control of Call Forwarding Busy Line Multipath</i>	
Customer Forwarding Don't Answer <i>Multipath or</i>	1.80
<i>Customer Control of Call Forwarding Don't Answer</i>	
<i>Multipath</i>	
Call Forwarding Variable <i>Multipath or Remote</i>	2.70
<i>Access-Call Forwarding Variable Multipath Call Waiting</i>	
<i>Deluxe</i>	
Call Waiting Deluxe	7.40
Call Waiting Deluxe with Conference	7.40
Call Forwarding Don't Answer-Ring Control	.90
Flexible Call Forwarding	4.50
Flexible Call Forwarding with Audio Calling Name	6.30
Flexible Call Forwarding-Plus	6.30
Flexible Call Forwarding-Plus with Audio Calling Name	8.10

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SECTION 3 - RATES, CONT.

3.6 SCC's Local Service Rates in BellSouth Telecommunications, Inc. Florida

Service Area, cont.

CUSTOM CALLING SERVICES, cont.

B) Business/Business PBX

Feature

	<u>Monthly Rate</u>
Call Forwarding Variable (Business Line Service)	\$2.88
Call Forwarding Variable (Trunk Service)	5.94
Three-Way Calling	4.05
Call Waiting	2.70
Speed Calling (8-Code)	4.95
Speed Calling (30-Code)	2.93
Call Forwarding Busy Line	2.93
Call Forwarding Don't Answer	6.30
Remote Access-Call Forwarding Variable	6.30
Customer Control of Call Forwarding Busy Line	5.63
Customer Control of Call Forwarding Don't Answer	5.63
Call Forwarding Busy Line <i>Multipath or</i>	2.70
<i>Customer Control of Call Forwarding Busy Line Multipath</i>	
Customer Forwarding Don't Answer <i>Multipath or</i>	2.70
<i>Customer Control of Call Forwarding Don't Answer</i>	
<i>Multipath</i>	
Call Forwarding Variable <i>Multipath or Remote</i>	2.70
<i>Access-Call Forwarding Variable Multipath</i>	
Call Forwarding Don't Answer-Ring Control	2.93
Flexible Call Forwarding	4.50
Flexible Call Forwarding with Audio Calling Name	6.30

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SECTION 3 - RATES, CONT.

**3.6 SCC's Local Service Rates in BellSouth Telecommunications, Inc. Florida
Service Area, cont.**

CLASS SERVICES

A) Residence

Features	<u>Monthly Rate</u>
Call Return (per line)	\$5.60
Repeat Dialing (Per line)	5.60
Call Selector (per line)	5.60
Preferred Call Forwarding (per line)	5.60
Call Block (per line)	3.60
Call Tracing (per line)	3.60
Anonymous Call Rejection (per line)	2.48
Caller ID Basic (per line)	9.00
Caller ID Deluxe-with ACR (per line)	9.95
Caller ID Deluxe-without ACR (per line)	8.50

B) Business/Business PBX

Features	<u>Monthly Rate</u>
Call Return (per line)	\$4.05
Repeat Dialing (Per line)	4.05
Call Selector (per line)	4.05
Preferred Call Forwarding (per line)	4.05
Call Block (per line)	4.05
Call Tracing (per line)	4.05

Business/Business PBX, cont'd

Features	<u>Monthly Rate</u>
Anonymous Call Rejection (per line)	\$3.15
Caller ID Basic (per line)	7.50
Caller ID Deluxe-with ACR (per line)	10.00
Caller ID Deluxe-without ACR (per line)	10.00

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SECTION 3 - RATES, CONT.

3.6 SCC's Local Service Rates in BellSouth Telecommunications, Inc. Florida Service Area, cont.

DISTINCTIVE RING

A) Residence Features

	<u>Monthly Rate</u>
Distinctive Ring (per line)	\$3.56
Distinctive Ring (per line)	\$5.36

B) Business Features

	<u>Monthly Rate</u>
Distinctive Ring (per line)	\$6.26
Distinctive Ring (per line)	\$8.96

4.7 Digital PBX Trunks

	Non-curring	Recurring	Comments
Digital PBX T-1 Price	\$500.00	\$195.00	
Digital PBX Trunks, cont'd			

	Non-curring	Recurring	Comments
Price Per Trunk	\$ 0.00	\$ 30.00	
Block of 20 Did Numbers	\$350.00	\$ 3.00	
Additional Listings	\$ 0.00	\$ 1.20	
Non Published Listing	\$ 0.00	\$ 1.75	
Remore Call Forwarding	\$ 0.00	\$ 1.50	

Terms and Conditions

One year minimum contract;
 subject to additional charges
 outside areas served by SCC
 facilities.

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SECTION 4 - SPECIAL SERVICE ARRANGEMENTS

4.1 Individual Case Basis Arrangements

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

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