

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

**DIVISION OF TELECOMMUNICATIONS**  
**BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE**  
**ALTERNATIVE LOCAL EXCHANGE SERVICE**  
**WITHIN THE STATE OF FLORIDA**

001035-7X

Instructions

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

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

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

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

## APPLICATION

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

**Original certificate** (new company).

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

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

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

2. Name of company:

Budget Comm

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

Same

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

601 N. Tennille Ave.

P. O. Box 573

Donalsonville, GA 31745

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

No office in Florida

Will have agents

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

Initials of person who forwarded check:

[Signature]

6. Structure of organization:

- ( ) Individual ( ) Corporation  
( ) Foreign Corporation ( ) Foreign Partnership  
(  ) General Partnership ( ) Limited Partnership  
( ) Other \_\_\_\_\_

7. **If individual**, provide:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ *N/A*

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

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

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

\_\_\_\_\_ *N/A*

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

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

\_\_\_\_\_ *N/A*

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

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

\_\_\_\_\_ *N/A*

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

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

N/A

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

Name:

(See Attached)

Title:

Address:

City/State/Zip:

Telephone No.:

Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

(a) **The Florida registration number:**

N/A

14. Provide **F.E.I. Number**(if applicable):

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

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

None

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

N/A

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

(a) The application:

Name: Cory J. Thomas

Title: Partner

Address: 855 Enterprise Rd

City/State/Zip: Colquitt, GA 31737

Telephone No.: (912) 524-0041 Fax No.: (912) 524-0035

Internet E-Mail Address: cobothom@surfsouth.com

Internet Website Address: N/A

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

Name: Cory J Thomas

Title: Partner

Address: 855 Enterprise Rd

City/State/Zip: Colquitt, GA 31737

Telephone No.: (912) 524-0041 Fax No.: (912) 524-0035

Internet E-Mail Address: cobothom@surfsouth.com

Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: Cory J Thomas

Title: Partner

Address: 855 Enterprise Rd

City/State/Zip: Colquitt, GA 31757

Telephone No.: (912) 584-0041 Fax No.: (912) 584-0035

Internet E-Mail Address: cchothom@surfsouth.com

Internet Website Address: N/A

17. List the states in which the applicant:

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

NONE

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

Georgia & Alabama

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

NONE

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

NONE

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

NONE

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

NONE

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18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

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

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

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

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

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

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

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

**UTILITY OFFICIAL:**

Signature	<u><i>Ray J Thomas</i></u>	Date	
	<i>Partner</i>		<u><i>(912) 524-0041</i></u>
Title		Telephone No.	
Address:	<u><i>601 N. Tennville Ave</i></u>		<u><i>(912) 524-0035</i></u>
	<u><i>PO Box 573</i></u>	Fax No.	
	<u><i>Donalsonville, GA 31745</i></u>		

**ATTACHMENTS:**

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

**CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) \_\_\_\_\_,

(Title) \_\_\_\_\_ of (Name of Company)

\_\_\_\_\_ and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

- ( ) sale
- ( ) transfer
- ( ) assignment

of the above-mentioned certificate.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No.

Address: \_\_\_\_\_

\_\_\_\_\_  
Fax No.

**INTRASTATE NETWORK (if available)**

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

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

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

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

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

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

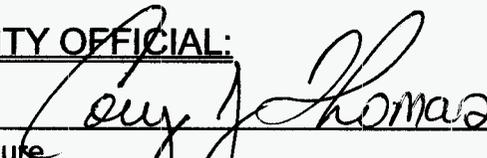
<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

**AFFIDAVIT**

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

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

UTILITY OFFICIAL:

	
Signature	Date
<u>Partner</u>	<u>(912) 524-0041</u>
Title	Telephone No.
Address: <u>601 N. Tennille Ave</u>	<u>(912) 524-0035</u>
<u>PO Box 573</u>	Fax No.
<u>Donalsonville, GA 31745</u>	

**Budget Comm  
Partnership**

**Cory J. Thomas, Partner**  
**855 Enterprise Rd.**  
**Colquitt, GA 31737**  
**(912) 758-3260**  
**(912) 524-0035 fax**  
**[cothom@surfsouth.com](mailto:cothom@surfsouth.com)**

**Cleve G. Roland, Partner**  
**112 Piney Pond Rd.**  
**Donalsonville, GA 31745**  
**(912) 524-5076**  
**(912) 524-0035 fax**  
**[cmrol@surfsouth.com](mailto:cmrol@surfsouth.com)**

PARTNERSHIP AGREEMENT

AGREEMENT by and between the Undersigned ("Partners").

1. Name. The name of the partnership is: Budget Comm
2. Partners. The names of the initial partners are: Cory J. Thomas and Cleve G. Roland.
3. Place of Business. The principal place of business of the partnership is: 601 N. Tennille Ave, Donalsonville, GA 31745
4. Nature of Business. The partnership shall generally engage in the following business: Resale of local telephone service.
5. Duration. The partnership shall commence business on: 08/01/00 and shall continue until terminated by this agreement, or by operation of law.
6. Contribution of Capital. The partners shall contribute capital in proportionate shares as follows:

Partner	Capital	Partnership Shares
Cory J. Thomas	\$10,000.00	100
Cleve G. Roland	\$10,000.00	100

7. Allocation of Depreciation or Gain or Loss on Contributed Property. The partners understand that, for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the partnership. However the partners intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property shall be allocated proportionately between the partners, as allocated in Paragraph 5 above, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been purchased by the partnership at a cost equal to the adjusted tax basis.

8. Capital Accounts. An individual capital account shall be maintained for each partner. The capital of each partner shall consist of that partner's original contribution of capital, as described in Paragraph 6, and increased by additional capital contributions and decreased by distributions in reduction of partnership capital and reduced by his/her share of partnership losses, if these losses are charged to the capital accounts.

9. Drawing Accounts. An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his/her

drawing account. Withdrawals shall be limited to amounts unanimously agreed to by the partners.

10. Salaries. No partner shall receive any salary for services rendered to the partnership except as specifically and first approved by each of the partners.

11. Loan by Partners. If a majority of partners consent, any partner may lend money to the partnership at an interest and terms rate agreed in writing, at the time said loan is made.

12. Profits and Losses. Net profits of the partnership shall be divided proportionately between the partners, and the net losses shall be borne proportionately as follows:

Partner	Proportion
Cory J. Thomas	50%
Cleve G. Roland	50%

13. Management. The partners shall have equal rights and control in the management of the partnership.

14. Books of Accounts. The partnership shall maintain adequate accounting records. All books, records, and accounts of the partnership shall be open at all times to inspection by all partners, or their designated representatives.

15. Accounting Basis. The books of account shall be kept on a cash basis.

16. Fiscal Year. The books of account shall be kept on a fiscal year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each year.

17. Annual Audit. The books of account shall be audited as of the close of each fiscal year by an accountant chosen by the partners.

18. Banking. All funds of the partnership shall be deposited in the name of the partnership into such checking or savings accounts as designated by the partners.

19. Death or Incapacity. The death or incapacity of a partner shall cause an immediate dissolution of the partnership.

20. Election of Remaining Partner to Continue Business. In the event of the retirement, death, incapacity, or insanity of a partner, the remaining partners shall have the right to continue the business of the partnership, either by themselves or in conjunction with any other person or persons they may select, but they shall pay to the retiring partner, or to the legal

representatives of the deceased or incapacitated partner, the value of his or her interest in the partnership.

21. Valuation of Partner's Interest. The value of the interest of a retiring, incapacitated, deceased, or insane partner shall be the sum of (a) the partner's capital account, (b) any unpaid loans due the partner, and (c) the partner's proportionate share if the accrued net profits remaining undistributed in his drawing account. No value for goodwill shall be included in determining the value of a partner's interest, unless specifically agreed in advance by the partners.

22. Payment of Purchase Price. The value of the partner's interest shall be paid without interest to the retiring partner, or to the legal representative of the deceased, incapacitated or insane partner, in ( 50% ) monthly installments, commencing on the first day of the second month after the effective date of the purchase.

23. Termination. In the event that the remaining partner does not elect to purchase the interest of the retiring, deceased, incapacitated, or insane partner, or in the event the partners mutually agree to dissolve, the partnership shall terminate, and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all money remaining undistributed in the drawing accounts shall be paid to the partners. Then the remaining assets shall be divided proportionately as follows:

Partner	Percentage
Cory J. Thomas	50%
Cleve G. Roland	50%

24. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed under seal this 28th day of July, 2000.

Cleve G. Roland  
Cory J. Thomas

Lia Jones  
WITNESS

**PERSONAL BALANCE SHEET**  
**CORY J. THOMAS**  
**07/28/00**

**ASSETS**

Cash	\$5,000.00
Securities	\$10,000.00
Note Receivable	\$15,000.00
Retirement	\$18,000.00
Real Estate Owned & Vehicles	\$150,000.00
Collectibles	\$15,000.00
Automobiles	\$35,000.00
Vested Business Interest	\$295,000.00
<b>TOTAL ASSETS</b>	<b>\$543,000.00</b>

**LIABILITIES**

Vehicles	\$25,000.00
Mortgage	\$115,000.00
Credit Card	\$1,000.00
<b>TOTAL LIABILITIES</b>	<b>\$141,000.00</b>

**NET WORTH** **\$402,000.00**

**PERSONAL BALANCE SHEET**  
**CLEVE G. ROLAND**  
**07/28/00**

**ASSETS**

Cash	\$5,000.00
Securities	\$25,000.00
Note Receivable	\$12,000.00
Retirement	\$18,000.00
Real Estate Owned & Vehicles	\$50,000.00
Collectibles	\$15,000.00
Boat and Four Wheeler	\$8,000.00
Vested Business Interest	\$295,000.00
<b>TOTAL ASSETS</b>	<b>\$428,000.00</b>

**LIABILITIES**

Vehicle	\$11,000.00
Four Wheeler	\$1,500.00
<b>TOTAL LIABILITIES</b>	<b>\$12,500.00</b>
<b>NET WORTH</b>	<b>\$415,500.00</b>

# Cory J. Thomas

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**Work experience**      1995-Present      **Roland/Thomas Enterprises, Inc.-Donalsonville, GA**  
**C & C Investments & Properties**  
**Budget Communications**

**President**

- Own and operate a five location telecommunications company specializing in the sale of pagers, cell phones, and local & long distance phone service
- Own and operate a small loan company in Headland, AL
- Currently build and resell Blimpie Subs franchises in Southwest GA
- Owned and Operated a chain of four Blimpie Subs and Salads
- Responsible for the complete operation of the chain of restaurants
- Marketed, sold, and built ten Blimpie Subs franchises in Southwest GA (to date)
- Perform market research and analysis
- Initiate lease negotiations for all locations
- Trained and managed 30+ employees
- Maintained financial operations of company
- Raised and managed capital and structured debt
- Own and Manage thirty commercial and residential rental properties
- Act as general contractor on residential and commercial projects
- Responsible for scheduling repairs and renovations on properties

1995-Present      **Bainbridge College**      **Bainbridge, GA**

**Part-Time Instructor Technical Division**

- Teach Human Relations and Introduction to Business
- Certified Customer Service Specialist trained instructor

1994-1995      **Peoples Community Bank**      **Colquitt, GA**

**Consumer/Mortgage Loan Officer**

- Managed a loan portfolio in excess of ten million dollars
- Made consumer, mortgage, commercial and agricultural loans (with lending approval of \$50,000)
- Packaged and marketed secondary mortgage and student loans
- Processed in-house and secondary market loans with LoanProcessor Data Base System
- Maintained governmental loan compliance for bank
- Performed collection duties



**Community  
Activities**

Member -Miller Co. Board of Education

Member and Deacon First Baptist Church-Colquitt, GA

Past Chairman Board of Deacons

Former Member National Mayhaw Festival Committee

Former Member Miller HERO Board

Honorary FFA Member – Miller Co. Chapter

Legislative Liason- Miller Co. Board of Education

Member Georgia School Boards Association

Residential Contractor License–Bainbridge, GA

Eagle Scout- Class of 1988

## References

Mr. Gerald J. Bruner, Former President First Federal Savings Bank

Blakely, GA

(912) 723-8140

Mr. Rickey Stuckey, President Peoples Community Bank

Colquitt, GA

(912) 758-5511

Dr. Robert Coker, Division Chair Bainbridge College Technical Division

Bainbridge, GA

(912) 248-2530

Mrs. Maxine Summers

Colquitt, GA

(912) 758-2398

Rev. Max Parris

Colquitt, GA

(912) 758-3576

**Qualifications of Technical Consultant on retainer to  
Budget Comm**

**Eugene A. O'Hearn  
130 Mayhaw Rd.  
Colquitt, GA 31737  
(912) 758-5436**

**Employed by Bellsouth from 1/29/57 to 08/19/95**

**Served in the following capacities:**

- Facilities Technician**
  - repaired damaged and cut cable**
  - repaired and replaced service wires**
  - replaced protectors on houses and ran station wires**
  - repaired and replaced jacks**
  
- cable spicer**
  
- cable repairman**
  
- cable helper**

BUSINESS PRO-FORMA  
 BUDGET COMM  
 PREPAID LOCAL PHONE SERVICE

MONTH	1	2	3	4	5	6	7	8	9	10	11
# OF CUSTOMERS	50	100	150	200	250	300	350	400	450	500	550
REVENUE	2250	4500	6750	9000	11250	13500	15750	18000	20250	22500	24750
LESS SERVICE COST	750	1500	2250	3000	3750	4500	5250	6000	6750	7500	8250
GROSS PROFIT	1500	3000	4500	6000	7500	9000	10500	12000	13500	15000	16500
EXPENSES											
WAGES	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
UTILITIES	250	250	250	250	250	250	250	250	250	250	250
PHONE	100	100	100	100	100	100	100	100	100	100	100
INSURANCE	50	50	50	50	50	50	50	50	50	50	50
ADS	500	500	500	500	500	500	500	500	500	500	500
OFFICE SUPPLIES	500	500	500	500	500	500	500	500	500	500	500
PRINTING	1000	200	200	200	200	200	200	200	200	200	200
POSTAGE	300	350	400	450	500	550	600	650	700	750	800
RENT	300	300	300	300	300	300	300	300	300	300	300
TOTAL EXPENSES	5000	4250	4300	4350	4400	4450	4500	4550	4600	4650	4700
NET PROFIT BEFORE TAXES	-3500	-1250	200	1650	3100	4550	6000	7450	8900	10350	11800

12  
600  
27000  
9000

TOTALS  
550

18000

2000  
250  
100  
50  
500  
500  
200  
850  
300

4750

13250

62500

BUSINESS PRO-FORMA  
 BUDGET COMM  
 PREPAID LOCAL PHONE SERVICE

MONTH	13	14	15	16	17	18	19	20	21	22	23
# OF CUSTOMERS	650	700	750	800	850	900	950	1000	1050	1100	1150
REVENUE	29250	31500	33750	36000	38250	40500	42750	45000	47250	49500	51750
LESS SERVICE COST	9750	10500	11250	12000	12750	13500	14250	15000	15750	16500	17250
GROSS PROFIT	19500	21000	22500	24000	25500	27000	28500	30000	31500	33000	34500
EXPENSES											
WAGES	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
UTILITIES	250	250	250	250	250	250	250	250	250	250	250
PHONE	100	100	100	100	100	100	100	100	100	100	100
INSURANCE	50	50	50	50	50	50	50	50	50	50	50
ADS	750	750	750	750	750	750	750	750	750	750	750
OFFICE SUPPLIES	500	500	500	500	500	500	500	500	500	500	500
PRINTING	300	300	300	300	300	300	300	300	300	300	300
POSTAGE	500	500	500	500	500	500	500	500	500	500	500
RENT	300	300	300	300	300	300	300	300	300	300	300
TOTAL EXPENSES	6750	6750	6750	6750	6750	6750	6750	6750	6750	6750	6750
NET PROFIT BEFORE TAXES	12750	14250	15750	17250	18750	20250	21750	23250	24750	26250	27750

24  
1200  
54000  
18000

TOTALS  
1200

36000

4000  
250  
100  
50  
750  
500  
300  
500  
300

6750

29250

252000

BUSINESS PRO-FORMA  
 BUDGET COMM  
 PREPAID LOCAL PHONE SERVICE

MONTH	25	26	27	28	29	30	31	32	33	34	35
# OF CUSTOMERS	1250	1300	1350	1400	1450	1500	1550	1600	1650	1700	1750
REVENUE	56250	58500	60750	63000	65250	67500	69750	72000	74250	76500	78750
LESS SERVICE COST	18750	19500	20250	21000	21750	22500	23250	24000	24750	25500	26250
GROSS PROFIT	37500	39000	40500	42000	43500	45000	46500	48000	49500	51000	52500
EXPENSES											
WAGES	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000
UTILITIES	250	250	250	250	250	250	250	250	250	250	250
PHONE	100	100	100	100	100	100	100	100	100	100	100
INSURANCE	50	50	50	50	50	50	50	50	50	50	50
ADS	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
OFFICE SUPPLIES	750	750	750	750	750	750	750	750	750	750	750
PRINTING	500	500	500	500	500	500	500	500	500	500	500
POSTAGE	600	600	600	600	600	600	600	600	600	600	600
RENT	300	300	300	300	300	300	300	300	300	300	300
TOTAL EXPENSES	9550	9550	9550	9550	9550	9550	9550	9550	9550	9550	9550
NET PROFIT BEFORE TAXES	27950	29450	30950	32450	33950	35450	36950	38450	39950	41450	42950

36  
1800  
81000  
27000

TOTALS  
1800

54000

6000  
250  
100  
50  
1000  
750  
500  
600  
300

9550

44450

434400

## **Financial Capability**

**Budget Comm will operate initially with funds as derived from the two partners of the entity. In the event other amounts are needed, we have secured financing options from both family members and financial institutions in the form of loans, lines of credit, etc. There will be very little overhead in the initial stages of the company as we already have most of the necessary elements to begin the business.**

**TELECOMMUNICATIONS SERVICE**

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

**AND**

**CONTAINING RULES AND REGULATIONS**

**GOVERNING SERVICE**

This tariff is on file with the Florida Service Commission and copies may be inspected, during normal business hours, at Budget Comm, at 601 N Tennille Avenue, Donalsonville, Georgia 31745.

---

Issued:

Effective:

By: Cory J. Thomas  
Budget Comm,  
601 N Tennille Avenue  
Donalsonville, Georgia 31745

TELECOMMUNICATIONS SERVICE

BUDGET COMM.

Florida Price List No. 1  
Original Sheet 2

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

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1.	Original	32	Original
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SYMBOLS

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

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

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TARIFF FORMAT SHEET

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

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

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

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

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

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TELECOMMUNICATIONS SERVICE

BUDGET COMM

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier pre-paid telecommunications resale services by Budget Comm (hereinafter referred to as "Budget Comm" of the "Company") between various locations in the State of **Florida**

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

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I TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code

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

Carrier

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

Commission

“Commission” means the **Florida** Public Service Commission.

Credit(s)

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

Credit Allowances

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

Credit Limit

“Credit Limit” means a credit limit placed on Customer’s monthly consumption of Services pursuant to Section 2.18

Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under the Tariff.

FCC

“FCC” means the Federal Communication Commission.

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1 TECHNICAL TERMS AND ABBREVIATIONS (cont.)

Government Authority

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

Holidays

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

ICB

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

Interruption

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

Local Exchange Carrier ("LEC")

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

Local Access and Transport Area ("LATA")

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

Minimum Service Period

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

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TELECOMMUNICATIONS SERVICE

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1 TECHNICAL TERMS AND ABBREVIATION (cont.)

Other Providers

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

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service (“Prepaid Service”)

“Prepaid Residential Telecommunications Service” (“Prepaid Service”) has the meaning set forth in Section 3.1.1 hereof.

Regulation(s)

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

Resale Tariff(s)

“Resale Tariff(s)” means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

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

Service(s)

“Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

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I TECHNICAL TERMS AND ABBREVIATIONS (cont.)Service Commencement Date

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

Service Order

“Subscriber” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

“TDD” means a Telecommunications Device for the Deaf.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s Request, or by the Company in accordance with Regulations.

Third Party Billing Companies

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

Underlying Carrier(s)

“Underlying Carrier(s)” means the LEC(s) or other Carrier(s) whose service are resold by the Company pursuant to this Tariff.

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TELECOMMUNICATIONS SERVICE

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2 RULES AND REGULATIONS

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

2.1 Undertaking of the Company

2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i.) The terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i.) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i.) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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### 2.2 Responsibility and Use

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

### 2.3 Transmission

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

### 2.4 Call Blocking

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

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2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with Services or facilities or Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however service furnished by the Company is not part of a joint undertaking with any other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i.) The availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

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

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2.7 Title

Title to any and all equipment of facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

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

2.9 Non-Routine Maintenance and Installation

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

2.10 Interruption

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

2.11 Service Commencement and Acceptance

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

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2.12 Minimum Service Period

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

2.13 Service Order Cancellation

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

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

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

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

2.14.4 Charges for Prepaid Service will be billed to Customer on a monthly (30 days) Basis, in advance, on the 15<sup>th</sup> day of each month for the following month's Service, and shall be due on the first day of the following month. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by the 5<sup>th</sup> day of the month following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

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2.14 Billing and Payments (cont.)

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

2.15 Late Payment Charge

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

2.16 Deposits

Deposits will be governed by Section 2.17.

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2.20 Discontinuation

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

2.20.1.A by order of a Governmental Authority;

2.20.1.B in the event of any unlawful, unauthorized or fraudulent use of or access to the services, including without limitation violation of the provision of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. The Customer may Terminate Service upon reasonable notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all non-recurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

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

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2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees((i.) Brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits of Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.2 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.2 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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2.23 Disclaimer

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

The Company disclaims all representation and warranties, express or implied including without limitation, any implied warranty of merchantability or fitness for a particular purpose for or in connection with the use or provision of services provided hereunder.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was approximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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2.25 Indemnification by Customer

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

2.25.1 libel or slander resulting from Subscriber's use of the Services;

2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i.) the transmission of any material transmitted (a) by any Subscriber or (b) any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities of services; and

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

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2.26 Credits and Credit Allowances

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

2.26.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other Provision of this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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2.27 Local Calling Area

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

2.28 Access to Telephone Relay Service

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

2.29 Compliance

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

2.30 More Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other Labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other defective, action or request of any Governmental Authority.

2.31 Full Force and Effect

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

2.32 Cooperation

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

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of **Florida**.

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2.34 Assignment

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

2.34.2 By Company. The Company may, in accordance with Regulations, assign its right or delegate its obligations under the Tariff to any affiliate or successor in interest.

2.35 Special Construction

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

2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed.

2.35.2 where facilities other than those which the Company provides are requested by the Customer;

2.35.3 where facilities other than those which the Company provides are requested by the Customer;

2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer.

2.35.5 when Services are requested by a Customer on an expedited basis: or

2.35.6 When Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

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

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3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

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

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

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

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

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

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- 3.1 Resold Local Exchange Services (cont.)
  - 3.1.2.A Calling Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber answer the second call by flashing the switchhook or by hanging up the phone.
  - 3.1.2.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
  - 3.1.2.C Three Way Calling. The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three-way call.
  - 3.1.2.D Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
  - 3.1.2.E Speed Dial. The Subscriber may call pre-selected, pre-program telephone numbers by dialing a one or two-digit code.
  - 3.1.2.F Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
  - 3.1.2.G Call ID. The Subscriber may view on a display unit the telephone number of incoming telephone calls.

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3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i.) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

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- 3.3 911 Emergency Service ("911 Service")
- 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2 The Company undertake no responsibility to inspect or to monitor 911 Services facilities to discover errors, defects or malfunctions in 911 Service.
- 3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including the customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non listed and non-published Service to the extent that the Customer's telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

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4 RATES

4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A charge of fifty dollars (\$50.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulation (i.e., thirty (30) days written notice to the Commission before implementation).

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4.4 Rates for Resold Local Exchange Services

4.4.1 Prepaid Residential Telecommunications Service

4.4.1.A None-Recurring Charges

Processing/Application Fee	10.00
Installation	52.00
Directory Listing	00.00

4.4.1.B Recurring Charges

Monthly Prepaid Service	45.00 <b>plus taxes</b>
Directory Listing	00.00
911 Service	00.00

4.4.1.C Optional Features

4.4.1.C.1 Non-Recurring Charges

Caller ID Set Up Fee	25.00
Telephone number change	15.00
Service Order to Add, Change, Delete Features	12.00

4.4.1.C.2 Recurring Charges

Call Waiting	5.00
Call forwarding	5.00
Three Way Calling	5.00
Unpublished Number	5.00
Speed Dial	5.00
Call Return	5.00
Additional Phone Line	5.00
Inside Wire Maintenance Plan	5.00

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4.5 Directory Assistance

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

4.6 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. If either the Subscriber or the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator.

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