

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

Re: Application of NationNet Communications Corporation for a Certificate of
Convenience and Necessity as a Competing Telecommunications Service Provider.

Docket No. 010739- TX

NationNet Communications Corporation (" NationNet Communications" or "Applicant") hereby submits the enclosed Application, seeking authority to operate as a provider of facilities-based and resold telecommunications services within the state of Florida. An original and five (5) copies are provided.

Also enclosed is a check in the amount of \$250.00 for filing fees. Notice of this filing has been served on interested parties.

If you have any questions concerning this matter, or if you require additional information, please call Gail Sharp at 731-6606596.

DOCUMENT NUMBER-DATE

05926 MAY 11 1996

FPSC-RECORDS/REPORTING

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:

NationNet Communications Corporation

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

NationNet Communications Corporation

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

35 Carriage House Drive # 3
Jackson, TN 38305

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

~~NationNet Communications Corporation~~
~~14202 83rd South West Street~~
~~Miami, FL 33183~~

6. Structure of organization:

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

7. If individual, provide:

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

N/a

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

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

640906943

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: N/A

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):** 640906943

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.

No. 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.

N/A

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

(a) The application:

Name: Amalia Marcella
Title: Vice-President/CEO
Address: 35 Carriage House Drive # 3
City/State/Zip: Jackson TN 38305
Telephone No.: 731-660-6596 Fax No.: 731-664-6601
Internet E-Mail Address: telgenics@aol.com
Internet Website Address: enationnet.com

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

Name: Ralph Monroe
Title: President/CEO
Address: 35 Carriage House Drive # 3
City/State/Zip: Jackson, TN 38305
Telephone No.: 731-660-6596 Fax No.: 731-664-6601
Internet E-Mail Address: telgenics@aol.com
Internet Website Address: enationnet.com

(c) Complaints/Inquiries from customers:

Name: Amalia Marcella
Title: Vice-President/CEO
Address: 35 Carriage House Drive # 3
City/State/Zip: Jackson, TN 38305
Telephone No.: 731-660-6596 Fax No.: 731-664-6601
Internet E-Mail Address: telgenics@aol.com
Internet Website Address: enationnet.com

17. List the states in which the applicant:

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

N/A. NationNet will start operation
July 1, 2001.

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

Texas and Arkansas

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

Indiana

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

~~N/A NationNet has not been denied in any state that we have applied certification in.~~

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

~~N/A NationNet has not been assessed with regulatory penalties imposed for violations of telecommunication statutes.~~

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

~~N/A NationNet has not been involved in any civil court proceeding with an interexchange carrier, local exchange company or other telecommunications entity & the circumstances involved.~~

18. Submit the following:

A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

B. 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.

C. 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.

THIS PAGE MUST BE COMPLETED AND SIGNED
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:

Ralph Monroe
Print Name

Ralph Monroe
Signature

President/CEO
Title

4-23-01
Date

731-660-6596
Telephone No.

731-664-6601
Fax No.

Address: 35 Carriage House Drive #3
Jackson, TN 38305
Nationnet Communications Corporation

THIS PAGE MUST BE COMPLETED AND SIGNED

THIS PAGE MUST BE COMPLETED AND SIGNED

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:

Ralph Monroe
Print Name

Ralph Monroe
Signature

President/CEO
Title

4-25-01
Date

731-660-6596
Telephone No.

731-664-6601
Fax No.

Address: 35 Carriage House Drive # 3
JACKSON, TN 38305
Nation Net Communications Corporation

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) <u>Lester Berry</u> | 2) <u>POP will be leased by Colo.com</u> |
| <u>1402 33rd Southwest Street</u> | |
| <u>Miami, FL 33183</u> | |
| 3) _____ | 4) _____ |
| _____ | _____ |

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

- | | |
|--|--|
| 1) <u>Lester Berry</u> | 2) <u>Switches will be located Collocated at</u> |
| <u>1402 33rd Southwest Street</u> | <u>POP by July 1, 2001.</u> |
| <u>Miami, FL 33183</u> | |
| 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) <u>No transmission facilities will be installed at this time.</u> | |
| 2) _____ | _____ |
| 3) _____ | _____ |
| 4) _____ | _____ |

C. 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 also 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:

A copy of NationNet Communications Corporation's balance sheet for the year ending in December 31, 2000.

2. income statement; and

A copy of NationNet Communications Corporation's income statements are included in this application.

3. statement of retained earnings.

NationNet Communications Corporation does not have any retained earnings. NationNet Communications Corporation has not been in operation long enough to have a 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.

NationNet Communications Corporation is a new start up telecommunications service provider and we only have been in operations for only a year. NationNet only has a one year financial statement. One year for 2000 ending the in the year 2000. Since we have not started operations we only have a balance sheet and financial statement for the last 3 months of operation. See attachment of financial statements. The financial statements will be an unaudited financial statement.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

NationNet Communications Corporation has sufficient capability to maintain its customer base. We have reserved funds that will cover our maintenance expenses and personnel to maintain our service.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NationNet Communications Corporation has sufficient capability in reserve to meet all of its lease and financial obligations for our operation in the state of Florida.

EXHIBIT A
ORGANIZATIONAL CHART

NNC GLOBAL PREPAID SERVICES

We're excited and think you will be too, once you learn more about the creative programs and opportunities we're developing for our distribution partners. Nationnet is literally reinventing the prepaid industry and we'd like to share our vision and opportunity with you. NationNet thinks "outside the box" when it comes to our products, marketing, technology and partners. We invite you to join us today!

NationNet Communications Corporation is an ICP (Integrated Communications Provider) offering wholesale prepaid local dial tone, long distance calling cards, wireless, paging and internet services including web design, hosting and e-commerce solutions.

NationNet offers a full suite of prepaid products and services on the wholesale level to major distributors throughout the United States. Our focus is on providing a single stop solution for our customers. Through our domestic and international relationships we are able to leverage the purchasing power of many of the largest distribution channels through a single group purchasing alliance. We are seeking partners to join NationNet on all levels and invite you to contact us today.

NationNet Products & Services

Prepaid Long Distance-NationNet offers the most competitive decks in the industry and can custom design a domestic or international card to your exact specifications.

Prepaid Local Dialtone-Our experience in the local dialtone market is unmatched. We are able to provide postpaid and prepaid local services to business and residential customers nationwide.

Prepaid Cellular-The hottest part of the prepaid industry today, growing fast and we can provide immediate coverage to 97% of the U.S.

Prepaid Internet-With over 1,000 POP's nationwide, NationNet offers among the most complete coverage footprints in the industry. Our international alliances can provide you with a truly global presence.

Prepaid Unlimited Long Distance-A true unlimited flat-rate product using 100% fiber optic lines. For one flat rate, customers can make unlimited domestic long distance 24/7 calls to anywhere in the United States.

Prepaid Point of Sale Activation-NationNet is the acknowledged leader in POSA, offering the first and only turn-key "single source" for all prepaid services. Our experience and innovation is your best partner for success in the expanding POSA industry. We can work with any existing activation system or can offer you a turn-key solution to utilizing proven and tested systems.

EXECUTIVE TEAM

Ralph Monroe
President & CEO

Amy Marcella
VP of Operations

Gail Sharp
Office
Manager

Tina Nieves
Marketing
Manager

Candy Parrish
Accounting Mgr.

James Hooper
Accountant

NationNet is a service of Telgenics

"Prepaid Communication Services is for everyone"

EXHIBIT B

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify from the records of this office that NATIONNET COMMUNICATIONS CORPORATION, is a corporation organized under the laws of Mississippi, authorized to transact business in the State of Florida, qualified on March 28, 2000.

The document number of this corporation is F00000001740.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of April, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

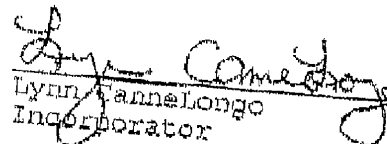
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 AM 02/01/2001
010105148 - 3360709

CERTIFICATE OF INCORPORATION
OF

NATIONNET COMMUNICATIONS CORPORATION

- FIRST. The name of this corporation shall be:
NATIONNET COMMUNICATIONS CORPORATION
- SECOND. Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808, and its registered agent at such address is THE COMPANY CORPORATION.
- THIRD. The purpose or purposes of the corporation shall be:
To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- FOURTH. The total number of shares of stock which this corporation is authorized to issue is:
One Thousand Five Hundred (1,500) shares without par value.
- FIFTH. The name and mailing address of the incorporator is as follows:
Lynn Cannolongo
The Company Corporation
2711 Centerville Road, Suite 400
Wilmington, DE 19808
- SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

IN WITNESS WHEREOF, The undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this first day of March, A.D. 2001.


Lynn Cannolongo
Incorporator

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NATIONNET COMMUNICATIONS CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF APRIL, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3360709 8300

010201064

AUTHENTICATION: 1102023

DATE: 04-26-01

EXHIBIT C

OFFICERS AND DIRECTORS

NAMES AND OFFICERS OF NATIONNET COMMUNICATIONS CORPORATION

Ralph Monroe
President & CEO
35 Carriage House Drive
Jackson, TN 38305

Amy Marcella
Vice-President
35 Carriage House Drive
No. 3
Jackson, TN 38305

James Hooper
VP of Operations
35 Carriage House Drive
No. 3
Jackson, TN 38305

Wayne Green
Consultant
5140 Willow Way
Birmingham, AL 35242

Ralph Monroe
1722 Everett Ave.
Jackson, MS 39204
601- 353- 1137

Education:	1970-1973	Provine High School
	1973-1977	Jackson State University Major: Business/Marketing
Work Experience:	1977-1985	Clarion Ledger News Circulation Manager Jackson, MS
	1985-1992	Quality Construction Corp. Vice-President of Marketing Jackson, MS
	1992-1998	ValueHealth Home Health Agency Founder and CEO Vicksburg, MS
	1998-current	NationNet Comm. Corp. Founder/CEO Jackson, MS

Professional Experience:

Clarion Ledger News:

Responsible for Circulation and distribution of newspapers city and statewide.

Quality Construction Corp.:

Construction Superintendent and marketing single and multi-family housing.

ValueHealth Home Health Agency:

Developer of Senior Citizen housing and provider of medical services.

NationNet Communicaitons Corp.:

Marketer of telecommunication services.

James Everett Hooper
8461 Willow Creek Drive
Frisco, Texas 75034
Home Phone: (972) 712-2319
Voice Mail (214) 616-6361
E-mail: JHooper8@airmail.net

SUMMARY

Accomplished finance professional with strong technical, accounting, and analytical skills. Good working knowledge of personal computer. Diverse background in long-range financial cash planning, capital expenditures and general accounting. Consistently recognized for ability to show positive changes within immediate group and throughout the company.

WORK EXPERIENCE

Independent Financial Adviser/Analyst 1997 to Present

Prepared loan packages, financial statements account analysis, US Small business Administration loan forms, and Federal and State Income Tax Returns for independent businesses. Converted clients' manual accounting systems to computer. Performing contractual services such as:

- Redesigned and implemented the client's audit program which resulted in a 20% reduction in data keying errors and 25% audit completion turnaround Time. (Southland Corp. - 7-11)
- Reconciliation of client's payroll taxes that included but not limited to Federal Withholding, FICA, Medicare, and EIC for year-end closing. (Tenet Healthsystem)
- Examined clients database for fixed assets discrepancies. (Principles Financial Group)
- Reviewed, analyzed and updated clients bank reconciliation for audit purposes. (Old Navy Stores)
- Performed audits on clients account receivable for quarterly financial statement Purposes. (Control Diabetes Services and U. S. Healthcare Services)

ELECTRONIC DATA SYSTEMS, Plano, TX *Financial Analyst*

1989 to 1996

Developed and established a computer system dealing with telecommunication billing which produced monthly credits for client companies based on volume discount plans. Down load data from mainframe for account analysis.

- Reviewed competitor discount programs.
- Analyzed client voice traffic for cost savings and prepared proposals.
- Developed billing for non-standard services

James E. Hooper

- Functioned as billing liaison between client and service provider.
- Monitored account billing for conformance.
- Initiated a billing procedure for large customers with volumes between \$35 - 100 million annually.
- Built cost models for analytical purposes.
- Developed and proposed a system for electronic filing projected to save \$150,000 the first year.

Field Auditor, Plano, TX

1987 to 1989

Field Auditor, Jackson, MS

1985 to 1987

Performed desk audits of nursing homes, hospitals and home health care agency cost reports and field audits of long term care facilities and hospital third party provider.

- Revised the audit program to afford clients greater control of cost.
- Cross-reviewed field and desk audits on long term care facilities and hospitals.

COMMUNITY COUNSELING SERVICES, Starkville, MS

1982 - 1985

Business Manager

Supervised Personnel and coordinated office services.

- Prepared and reviewed budgets
- Computerized accounting operations

EDUCATION

Formal Training

Bachelor of Science Degree - Accounting

Jackson State University, Jackson, MS

Professional Development

Business Leadership, Career Management, Group Dynamics, Problem Solving, Effective Business Writing, CBS Quality Education System, Presentation Techniques, Introduction to Capital Budgeting, Accounting and Financial Orientation, Successful PAL Management, On-line Financial Reporting, Business of General Motors, Voice Communications Fundamentals, Data Communications, Advanced Lotus 1-2-3, Excel.

Wayne A. Green

5140 Willow Way
Home
Birmingham, AL 35242
Work

(205)981-0221

(205)981-6536

Summary

Systems Engineer with approximately 15 years of experience in the sales and support of network architectures. Skilled in areas relating to presales engineering support, network design, implementation, management and administration. Demonstrated abilities in the business planning process, account qualification, developing and maintaining customer relationships and the understanding of current and proposed network technologies in the communications industry. Respected for interpersonal skills, integrity, leadership qualities and technical knowledge.

Professional Experience

Senior Systems Engineer, Bay Networks Corporation/ Nortel Networks, 1995 - Present

Primary responsibility involves the support of the technical sales process in the discovery and capturing of network sales and consulting opportunities. The scope of the position involves the following:

- *Taking a proactive and direct role in the account management process in concert with the Sales Representative to develop network sales, integration and support opportunities.*
- *Establishing and managing appropriate customer relationships by developing, executing and maintaining appropriate rules of engagements with customers and/or Resellers.*
- *Work with the customer to defined equipment specifications and network requirements.*
- *Support the Resellers by providing sales support, technology and equipment training, as well as, equipment evaluation and demos.*
- *Understanding the current and proposed network activities within each named account and the factors that influence the sales process.*
- *Development of network designs in concert with the customer business plan while consulting with corporate engineers, support and marketing personnel.*
- *Provide recommendation on products and services that are strategic to the customers network requirements and business plan.*
- *In-depth understanding of Layer 2, Layer 3, ATM, Wide Area Networking, IP Services and Remote Access Technologies.*
- *Having technology competencies centered around the understanding of Local and Wide Area Routing standards, IP Services, Layer 2 and Layer 3 Switching, ATM, Ethernet, Token Ring, Datalink Switching, SNA, IPX, Appletalk, and DECNET.*

Senior Consultant, AT&T Global Information Solutions, 1994 - 1995

Responsibilities involved the development of a consulting practice in Alabama designed around the sale of intellectual property to clients. The development of this Consulting Practice extended the capabilities of the clients staff, while significantly providing a positive impact on the corporate bottom line and productivity through the use of automation. The following describes the functions involved in the development of the Network Architecture Consulting Practice:

- *Develop product goals which will meet or exceed the business requirements of the design*
- *Isolation of products, features, skill sets and engineering efforts which best position the client within a given technology area.*
- *Create pricing models and cost of ownership estimates which can be used by the client to understand the fiscal liability of a given technology.*

- Choose technology strategies for overall network design (i.e. 802.3 Vs 802.5, ATM Vs Frame Relay, etc.)
- Provide solid product and strategy framework for implementation, education, management and administration of technology based resources, which benefits the client's technologists and decision-makers, in the selection and deployment of a network infrastructure design.
- Develop and execute network audits that provide clients with information relating to their current technology assets.
- Develop Logical, Physical and Operational Network Design modules that provides a comprehensive strategic network plan and specified network design alternatives that meet or exceed the stated business requirements.
- Development of comprehensive network design alternatives (Voice & Data) utilizing on software defined modeling and simulation programs.

Network System Engineer, Unisys Corporation (Network Enable Division) 1992 - 1994

Primary responsibilities involve the support of the Network Enable Sales Representative in the discovery and capturing of equipment sales opportunities. This position involved exclusively the development and sales of network equipment from various manufacturers. The selection of the appropriate manufacturer was driven by customer requirements.

Senior Engineer, Information Networks, Alabama Power/Southern Services (12/81 - 8/92).

Primary responsibilities involved the design and management of centralized and distributed multiprotocol computer networks. The design of these networks involved the integration of multiprotocol routers, bridges, Wiring Concentrators, X.25 switches and statistical multiplexers.

- Developed management procedures for the management and administration of TCP/IP, DECNET and LAT local and extended Ethernet networks. The management procedures involved the development of data acquisition modules resident on personal computers, Sun and HP Workstations.
- Served as an engineering consultant for our Network Operation Center in the procurement, installation and support of SNMP Integrated Network Management Software (SUNNET Manager and HP Openview).
- Developed customized network monitoring software that provided Network Operation Center personnel with the ability to proactively manage the majority of the corporate networks
- Developed training and operational procedures for the daily administration of network hardware.
- Consulted with computer communications vendors on the acquisition of network hardware and software.

Education

Master of Science Electrical Engineering, Currently Attending

University of Alabama, Birmingham, AL: Curriculum which emphasized courses in Engineering Management, Communication Systems, Digital Design.
G. P. A. - 3.25/4.0

Bachelor of Science in Electrical Engineering, 1978 - 1981.

University of Alabama, Tuscaloosa, AL: Curriculum which emphasized courses in Communication Systems, Digital Design, Control and Dynamic Systems.
G. P. A. - 2.7/4.0

Bishop State Junior College, Mobile, AL 11/76 - 5/78.

Curriculum which emphasized the fundamental Pre-Engineering courses required for the successful completion of an engineering curriculum.
G. P. A. - 3.75/4.0

References Furnished Upon Request

EXHIBIT D

CAPITAL BUDGET AND
CASH FLOWS

	6 7308
(A)	INCOME BASED ON \$0 095 CPM
(B)	PREPAID WIRELESS CARDS AT \$20 00 = 50 MIN, \$50 00 = 150 MIN , \$100 00 =300 MIN, \$200.00 = 600MIN. THEREFORE AVERAGE CARD PRICE 4/100 MINUTES = 275 AVG MIN PER CARD
(C)	PREPAID LD FOR \$20 00 CARD IS 284 MINUTES IP CHARGE IS 0474 PER MINUTES X284*1CARD PER MO
(D)	PROMOTIONAL CARD PREPAID LONG DISTANCE CARD TO PROMOTED OTHER PRODUCTS
(E)	PREPAID DIAL TONE- INSTALLATION AND ONE M MONTH SERVICE BASIC PHONE SERVICE FOR CONSUMER
(F)	RECURRING CHARGES FOR PREPAID BASIC PHONE SERVICES
(G)	BUSINESS SERVICES - VIDEO CONFERENCE HIGH SPEED INTERNET DISTANCE LEARNING AND MEDICENCE TO START IN THE 3RD
(H)	CABLE SERVICES - DIRECT TV, ASP (LEASING OF SOFTWARE) SERVICES, E-COMMERCE WEB PAGES, ECT
(I)	2 LINES PER WEEK @ \$1,500 LINE PER CUSTOMER EXPENSES IS AVERAGE COST OF \$200 00 PER LINE
(J)	
(K)	DIAL-UP INTERNET
(L)	POST PAID LD IS INCOME FROM FROM POST PAY CUSTOMERS 07CENT PER MIN PLUS \$2 50 ACCESS CHARGE OR FLAT RATE OF \$69 95 FOR UNLIMITED CALLS. 2 CUSTOMERS PER FOR FIRST 12 MONTHS SAME THEREAFTER
(M)	(1)BUNDLE INCLUDING LOCAL DIAL TONE, FIVE CLASS FEATURES AND DIAL-UP INTERNET SERVICES. \$29 95
(M)	(2)BUNDLE INCLUDING LOCAL DIAL TONE, FIVE CLASS FEATURES AND DIAL-UP INTERNET SERVICES, WITH 3 ADDITIONAL LINES \$39.95
(M)	(3)BUNDLE INCLUDING LOCAL DIAL TONE, FIVE CLASS FEATURES AND HIGH SPEED INTERNET SERVICES, WITH 3 ADDITIONAL LINES AND CABLE SERVICES \$69 95
(N)	OTHER CARRIER USAGE CHARGE ON OUR NETWORK
(O)	RECIPROCAL COMPENSATION INCOME RECEIVED I-LEC TERMINATING SERVICES

**NATIONNET COMMUNICATIONS
PROJECTED INCOME
THIRD TWELVE MONTH ENDING 2004**

	Q5	Q5	END Q5	Q6	Q6	END Q6	Q7	Q7	END Q7	Q8	Q8	END Q8	
SALES	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
REPAID LD A	830,775	830,775	830,775	830,775	830,775	830,775	830,775	830,775	830,775	830,775	830,775	830,775	\$9,969,300
REPAID WIRELESS B	12,705	25,410	38,115	50,820	63,525	76,230	80,850	101,640	114,345	127,050	139,755	152,460	\$982,905
REPAID VIRTUAL C	0	0	0	0	0	0	0	0	0	80	80	80	\$240
MART CARDS D													\$0
REPAID-DIAL TONE ONE TIME CHARGE RECURRING CHARGE E	226,355	226,355	226,355	226,355	226,355	226,355	226,355	226,355	226,355	226,355	226,355	226,355	\$2,716,257
REPAID-DIAL TONE RECURRING CHARGE F	566,237	656,751	747,266	837,781	928,296	1,018,810	1,109,325	1,199,840	1,290,355	1,380,869	1,471,384	1,561,899	\$12,768,812
LTRABAND 40 MB G													\$0
ROADBAND 1-2 MB H													\$0
-1& PRI LINES I	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	\$144,000
J													\$0
ARROW BAND 50 B K													\$0
OST PAID LONG DISTANCE L	0	0	0	0	0	0	0	0	0	0	0	0	\$0
OST PAID INSTALLATION & PE													
OST PAID DIAL- ONE BBUNDLE #1 M	599	599	599	599	599	599	599	599	599	599	599	0	\$6,589
OST PAID DIAL- ONE BBUNDLE #2 M	799	799	799	799	799	799	799	799	799	799	799	799	\$9,588
OST PAID DIAL- ONE BBUNDLE #3 M	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	\$16,788
IN-NET INCOME N													\$0
ECIPROCAL COMPENSATION O	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL SALES	1,650,868	1,754,088	1,857,308	1,960,528	2,063,747	2,166,967	2,262,102	2,373,407	2,476,626	2,579,926	2,683,146	2,785,766	26,614,479

NATIONNET COMMUNICATIONS													
PROJECTED EXPENSES													
THIRD TWELVE MONTH ENDING 2004													
EXPENSES	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
LABOR	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	21,600	259,200
MANAGEMENT	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	480,000
PAYROLL TAXES	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	6,100	73,200
BENEFITS-INS HEALTH	4,928	4,928	4,928	4,928	4,928	4,928	4,928	4,928	4,928	4,928	4,928	4,928	54,208
ENGINEERS CONSULTANTS	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
CONSULTANTS-HARDWARE	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
CONSULTANTS-SOFTWARE	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
WIRELESS	4,950	9,900	14,850	45,200	24,750	29,700	34,650	39,600	44,550	49,500	54,450	59,400	412,500
SS7 CHARGES	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
CO-LOCATION	0	0	0	0	0	0	0	0	0	0	0	0	0
Q-ACCOUNT (PREPAID)	5,400	10,800	16,200	29,700	43,200	56,700	63,625	110,552	137,478	179,830	222,182	264,534	1,150,202
Q-ACCOUNT (POST PAY)	180	180	180	180	180	180	180	180	180	180	180	180	2,160
T1-DS3 CONNECTION	0	0	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,000
T-1& PRI LINES (CLEC CHARGES)	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	48,000
T-1& PRI LINES (INSTALLATION)	4,000												
EQUIPMENT NOTE 24 MO	0	0	0	0	0	0	0	0	0	0	0	0	0
CARD PRINTING	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
DEBT 500,000@9% 2 YR	0	0	0	0	0	0	0	0	0	0	0	0	0
PAY PHONE FEE	400	400	400	400	400	400	400	400	400	400	400	400	4,800
TAX AND COLLECTION 10%	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	70,140
OFFICE RENT	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
OFFICE EXPENSES	700	700	700	700	700	700	700	700	700	700	700	700	8,400
TRAVEL	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
UTILITY EXPENSES	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
ADVERTISING 3%	2,000	2,000	0	0	0	5,000	0	0	0	0	0	12,000	21,000
LEGAL AND ACCOUNTING	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
MISC POSTAGE, ETC	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
CUSTOMER SERVICES	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	78,720
OFFICE PHONE EXP	700	700	700	700	700	700	700	700	700	700	700	700	8,400
LICENSE	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	16,500
PREPAID SOFTWARE SETUP FEE	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000
ISP FEE (55X25)	200	200	200	200	200	1,375	1,375	1,375	1,375	1,375	1,375	1,375	10,625
POS EQUIPMENT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
TERMINATION FEE	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	2,575,800
ORIGINATION FEE	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	214,650	2,575,800
REPAIRS	500	500	500	500	500	500	500	500	500	500	500	500	6,000
OPERATING SOFTWARE	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	22,000
WESTERN UNION COLLECTION FEE													
ACE COLLECTION FEE													
INSTALLATION	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	\$630,892	\$626,877	\$636,062	\$687,597	\$672,852	\$705,939	\$735,903	\$770,567	\$805,630	\$857,662	\$909,695	\$974,927	\$8,131,656

**NATIONNET COMMUNICATIONS
PROJECTED INCOME STATEMENT
THIRD TWELVE MONTH ENDING 2004**

	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	TWELVE MONTH TOTAL
SALES	\$1,650,868	\$1,754,088	\$1,857,308	\$1,960,528	\$2,063,747	\$2,166,967	\$2,262,102	\$2,373,407	\$2,476,626	\$2,579,926	\$2,683,146	\$2,785,766	\$26,614,479
LESS COST SALES	<u>311,587</u>	<u>311,587</u>	<u>311,587</u>	<u>317,887</u>	<u>317,887</u>	<u>317,887</u>	<u>327,085</u>	<u>327,085</u>	<u>327,085</u>	<u>339,083</u>	<u>339,083</u>	<u>339,083</u>	<u>3,886,923</u>
GROSS SALES	<u>\$1,339,282</u>	<u>\$1,442,501</u>	<u>\$1,545,721</u>	<u>\$1,642,641</u>	<u>\$1,745,861</u>	<u>\$1,849,080</u>	<u>\$1,935,017</u>	<u>\$2,046,322</u>	<u>\$2,149,541</u>	<u>\$2,240,843</u>	<u>\$2,344,063</u>	<u>\$2,446,684</u>	<u>\$22,727,556</u>
LESS OPERATING EXPENSES	630,892	626,877	636,062	687,597	678,852	705,939	735,503	770,567	805,630	857,662	909,695	974,927	8,131,655
OTHER INCOME													
INCOME BEFORE TAXES	<u>\$708,390</u>	<u>\$815,625</u>	<u>\$909,659</u>	<u>\$955,044</u>	<u>\$1,067,009</u>	<u>\$1,143,141</u>	<u>\$1,199,514</u>	<u>\$1,275,755</u>	<u>\$1,343,911</u>	<u>\$1,383,181</u>	<u>\$1,434,368</u>	<u>\$1,471,757</u>	<u>\$14,595,901</u>

NATIONNET COMMUNICATIONS
 PROJECTED INCOME
 TWELVE MONTH ENDING 2002

SALES	Q1	Q1	END Q1	Q2	Q2	END Q2	Q3	Q3	END Q3	Q4	Q4	END Q4	TOTAL
	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	
REPAID LD A	302,100	302,100	302,100	377,625	377,625	377,625	472,283	472,283	472,283	569,962	569,962	569,962	\$5,165,910
REPAID WIRELESS B	0	0	0	0	0	0	0	0	0	0	0	0	\$0
REPAID VIRTUAL C	0	0	0	0	0	0	0	0	0	0	0	0	\$0
MART CARDS D										80	80	80	\$240
REPAID-DIAL TONE ONE TIME CHARGE RECURRING CHARGE E	4,999	7,499	29,994	74,985	74,985	74,985	140,672	140,672	140,672	226,355	226,355	226,355	\$1,368,526
REPAID-DIAL TONE RECURRING CHARGE F	0	1,999	23,988	35,982	65,967	95,952	125,937	182,189	238,441	294,693	385,207	475,722	\$1,926,076
TRABAND 40 MB G													\$0
ROADBAND 1-2 MB H													\$0
1 & PRI LINES I													\$0
BROADBAND 56 K J							12,000	12,000	12,000	12,000	12,000	12,000	\$72,000
POST PAID LONG DISTANCE L	0	0	0	0	0	0	0	0	0	0	0	0	\$0
POST PAID DIAL-NE BBUNDLE #1 M	0	0	0	0	0	599	599	599	599	599	599	0	\$3,594
POST PAID DIAL-NE BBUNDLE #2 M						799	799	799	799	799	799	799	\$5,593
POST PAID DIAL-NE BBUNDLE #3 M						1,399	1,399	1,399	1,399	1,399	1,399	1,399	\$9,793
NET INCOME N													\$0
RECIPROCAL COMPENSATION O	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL SALES	307,099	311,598	356,082	488,592	518,577	551,359	753,689	809,941	866,193	1,105,886	1,196,401	1,286,317	8,551,733

**NATIONNET COMMUNICATIONS
PROJECTED EXPENSES
TWELVE MONTH ENDING 2002**

EXPENSES	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
LABOR	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	51,840
MANAGEMENT	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	180,000
PAIDROLL TAXES	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	22,800
BENEFITS-INS HEALTH	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERS CONSULTANTS	500	500	500	500	500	500	500	500	500	500	500	500	6,000
CONSULTANTS-HARDWARE	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
CONSULTANTS-SOFTWARE	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
WIRELESS	0	0	0	0	0	0	0	0	0	0	0	0	0
POST CHARGES	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
COLOCATION	0	0	0	0	0	0	0	0	0	0	0	0	0
LINE ACCOUNT	5,400	10,800	16,200	29,700	43,200	56,700	83,628	110,552	137,478	179,830	222,182	264,534	1,160,202
1-DS3 CONNECTION	0	0	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,000
EQUIPMENT NOTE 24 MO	0	0	0	0	0	0	0	0	0	0	0	0	0
HARD PRINTING	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
DEBT 500,000@9% 2 YR	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY PHONE FEE	400	400	400	400	400	400	400	400	400	400	400	400	4,800
TAX AND COLLECTION 10%	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	5,845	70,140
OFFICE RENT	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
OFFICE EXPENSES	700	700	700	700	700	700	700	700	700	700	700	700	8,400
TRAVEL	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
UTILITY EXPENSES	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
ADVERTISING 3%	2,000	2,000	0	0	0	5,000	0	0	0	0	0	12,000	21,000
LEGAL AND ACCOUNTING	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
MISC POSTAGE, ETC	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
CUSTOMER SERVICES	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	6,560	78,720
OFFICE PHONE EXP	700	700	700	700	700	700	700	700	700	700	700	700	8,400
LICENSE	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	1,375	16,500
EQUIPMENT AND FURNITURE	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000
REP FEE (55X25)	200	200	200	200	200	1,375	1,375	1,375	1,375	1,375	1,375	1,375	10,625
OS EQUIPMENT	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
TERMINATION FEE	85,860	85,860	85,860	107,325	107,325	107,325	134,228	134,228	134,228	161,989	161,989	161,989	1,468,206
INITIATION FEE	85,860	85,860	85,860	107,325	107,325	107,325	134,228	134,228	134,228	161,989	161,989	161,989	1,468,206
REPAIRS	500	500	500	500	500	500	500	500	500	500	500	500	6,000
OPERATING SOFTWARE	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	22,000
WESTERN UNION	0	0	0	0	0	0	0	0	0	0	0	0	0
INSTALLATION	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES	\$257,120	\$242,520	\$245,920	\$304,350	\$317,850	\$337,525	\$413,257	\$440,183	\$467,109	\$564,983	\$607,335	\$661,687	\$4,857,839

**NATIONNET COMMUNICATIONS
PROJECTED INCOME STATEMENT
TWELVE MONTH ENDING 2002**

	APRIL	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	TWELVE MONTH TOTAL
SALES.....	\$307,099	\$311,598	\$356,082	\$488,592	\$518,577	\$551,359	\$753,689	\$809,941	\$866,193	\$1,105,886	\$1,196,401	\$1,286,317	\$8,551,733
LESS COST SALES.....	115,977	115,977	115,977	150,221	150,221	150,221	194,443	194,443	194,443	242,582	242,582	242,582	2,109,669
GROSS SALES.....	<u>\$191,122</u>	<u>\$195,621</u>	<u>\$240,105</u>	<u>\$338,371</u>	<u>\$368,356</u>	<u>\$401,138</u>	<u>\$559,246</u>	<u>\$615,498</u>	<u>\$671,750</u>	<u>\$863,304</u>	<u>\$953,819</u>	<u>\$1,043,735</u>	<u>\$6,442,064</u>
LESS OPERATING EXPENSES ..	257,120	242,520	245,920	304,350	317,850	337,525	413,257	440,183	467,109	564,983	607,335	661,687	4,857,839
OTHER INCOME.....													
COME BEFORE TAXES.....	<u>(\$65,998)</u>	<u>(\$46,900)</u>	<u>(\$5,815)</u>	<u>\$34,021</u>	<u>\$50,506</u>	<u>\$63,613</u>	<u>\$145,990</u>	<u>\$175,315</u>	<u>\$204,641</u>	<u>\$298,321</u>	<u>\$346,484</u>	<u>\$382,047</u>	<u>\$1,584,225</u>

EXHIBIT E

BANK STATEMENTS, BALANCE SHEETS
FINANCIAL STATEMENTS

NationNet Communications Corporation

35 Carriage House Drive #3

Jackson, TN 38305

Tel: 731-660-6596

Fax: 731-664-6601

NationNet Communications Corporation

Balance Sheet

December 31, 2000

Assets

Current Assets

Cash in Bank..	\$ 28,265.98
Account Receivable	0.00
Note Receivable.	100,000.00
Start Up Expenses	33,097.00
Ralph Monroe Expenses	1,987.27
Total Current Assets	\$ 163,350.25

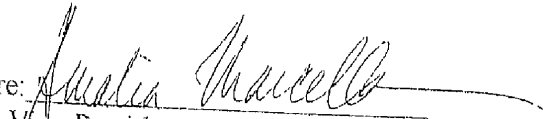
Fixed Assets

Fixtures and Equipment	157,308.54
Total Fixed Assets.	\$ 157,308.54

Other Assets

Total Assets \$ 320,658.79

Signature:



Vice-President

NationNet Communications Corp.

NationNet Communications Corporation
 35 Carriage House Drive #3
 Jackson, TN 38305
 Tel: 731-660-6596
 Fax: 731-664-6601

NationNet Communications Corporation
 Balance Sheet
 December 31, 2000

Liabilities and Equity

Current Liabilities

Notes Payable	\$	0.00
Federal Withholding Payable		804.80
FICA Tax Payable		442.04
State Unemployment Payable		23.11
Total Current Liabilities	\$	1,270.95

Long Term Liabilities

Demand Note Payable		36,290.42
Total Long Term Liabilities	\$	36,290.42

Equity

Common Stock		1,000.00
Paid in Surplus		409,500.00
Current Income (Loss)		(127,200.54)
Total Equity	\$	283,299.46

Total Liability and Equity \$ 30,600.00

Signature: Austin Marcell
 Vice-President
 NationNet Communications Corporation

Bank of America

Bank of America, N.A.
TN1-200-01-18
800 Main Street
Nashville, TN 37206-3618



Account Reference Information
Account Number: 0037 8928 440
Tax ID Number: 02-1898625
E O O A Enclosures 0
Statement Period 00
02/01/01 through 02/28/01



01406 001 SCM999 I 2 0

TELGENIC COMMUNICATIONS CORP
35 CARRIAGE HOUSE DR STE 3
JACKSON TN 38305-3944

Customer Service:
Bank of America, N.A.
P.O. Box 4899
Atlanta, GA 30302-4899
1.800.433.7680

Page 1 of 1

Business Economy Checking

Account Summary Information

Statement Period	02/01/01 through 02/28/01	Statement Beginning Balance	10,758.1
Number of Deposits/Credits	5	Amount of Deposits/Credits	18,723.0
Number of Withdrawals/Debits	23	Amount of Withdrawals/Debits	18,623.1
Number of Deposited Items	1	Statement Ending Balance	10,858.1
Number of Enclosures	0	Average Ledger Balance	6,278.0
Number of Days in Cycle	28	Service Charge	11.0

Deposits and Credits

Date Posted	Amount	Description	Bank Reference
02/14	2,251.56	Return Of Posted Check / Item (Received On 02-13) Check #0000001004	95420213000170
02/16	711.14	Return Of Posted Check / Item (Received On 02-15) Check #0000001015	95420215000102
02/16	3,000.00	Wire Type:Fed IN Date:010216 Time:1634 Fed Ref:000011 Seq:010216019561 Orig:D5005531 Amy Marcel Pmt Det:Telgenics Communi cation Co 35 Carriage House Dr Jackson, TN Ac-0037 83284409 Sending Bank:Mckenzie Bnkg TN	90400216901956
02/20	10,000.00	Wire Type:Fed IN Date:010220 Time:1550 Fed Ref:000009 Seq:010220023199 Orig:D5005531 Amy Marcel Pmt Det:Telegenies Commun ication Corp 35 Carriage House Dr Jackson TN Ac-00 3783284409 Sending Bank:Mckenzie Bnkg TN	904002209023199
02/23	2,760.33	Deposit	813002510842121

Bank of America



Bank of America, N.A.
 TN1-200-01-18
 800 Main Street
 Nashville, TN 37206-3618

Account Reference Information
 Account Number: 0037 8328 4406
 Tax ID Number: 62-1838625
 E O O A Enclosures 0
 Statement Period 00
 02/01/01 through 02/28/01

H

TELGENIC COMMUNICATIONS CORP

Page 2 of

Business Economy Checking

Withdrawals and Debits

Checks

Check Number	Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
1001	2,600.00	02/06	813002510883092	1009	340.01	02/12	81300251077536
1004 *	2,251.56	02/13	813002510286329	1011 *	148.70	02/20	81300251024641
1004 +	2,251.56	02/28	813002510587630	1013 +	1,000.00	02/14	81300903079221
1005	617.83	02/13	813008130315799	1015 *	711.14	02/15	81300813004112
1006	5,000.00	02/02	813002310346577	1015 *	711.14	02/16	81300221055916
1007	244.00	02/01	813002310092125	1016	1,200.00	02/23	81300823006173
1008	965.00	02/12	813002510786046	1019 *	472.16	02/27	81300251034547

* Preceding check (or checks) is outstanding, is included in summary listing, or has been included in a previous statement.

Other Debits

Date Posted	Amount	Description	Bank Reference
02/14	25.00	Overdraft Fee For Activity Of 02-13	954202130006984
02/15	25.00	Check #0000001004	
02/16	25.00	Overdraft Fee For Activity Of 02-14	954202140001489
02/16	10.00	Check #0000001013	
02/16	2.00	Wire Transfer Fee	904002160018038
02/16	2.00	Wire Transfer Fee	904002160018039
02/16	25.00	Overdraft Fee For Activity Of 02-15	954202150005270
02/20	10.00	Check #0000001015	
02/20	2.00	Wire Transfer Fee	904002200021014
02/28	2.00	Wire Transfer Fee	904002200021015
02/28	0.03	Overdraft Interest Charge	
02/28	11.00	Monthly Maintenance Fee	

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
02/01	10,514.29	02/13	1,260.11-	02/20	12,032.61
02/02	5,514.29	02/14	33.55-	02/23	13,592.94
02/06	2,914.29	02/15	769.69-	02/27	13,120.78
02/12	1,609.28	02/16	2,193.31	02/28	10,858.19

Bank of America



Bank of America, N.A.
TN1-200-01-18
800 Main Street
Nashville, TN 37206-3618

H
Account Reference Informati
Account Number: 0037 8328 440
Tax ID Number: 62-1838625
E B O A Enclosures 0
Statement Period 01
02/01/01 through 02/28/01

TELGENIC COMMUNICATIONS CORP

Page 3 of

Business Economy Checking

Message Center

Open a Business Interest Maximizer account before March 5, 2001 with \$10,000 or more in new money and you could get a \$100 interest bonus. Just keep the new \$10,000 on deposit for 90 days. At the end of that time, we'll deposit the bonus in your account. One interest bonus per customer.

Why deliver your federal tax payment coupon to the teller? With Bank of America Express Tax Debit you can handle this payment by phone free of an Express tax charge. For information dial 1.888.666.0117.

Bank of America



Bank of America, N.A.
11-200-81-18
100 Main Street
Nashville, TN 37206-3618

Account Reference Information
Account Number 0037 8328 4409
Tax ID Number 62-1838626
EO 12812 Enclosures 0
Statement Period 01/11/01 through 01/31/01



01406 001 SCM999 I 23 0

TELEGONIC COMMUNICATIONS CORP
35 CARRIAGE HOUSE DR STE 3
JACKSON TN 38305-3944

Customer Service:

Bank of America, N.A.
P.O. Box 4899
Atlanta, GA 30302-4899
1.800.433.7680

Business Economy Checking

Account Summary Information

01/11/01 through 01/31/01			
Deposits/Credits	2	Statement Beginning Balance	0.00
Withdrawals/Debits	5	Amount of Deposits/Credits	16,100.00
Adjusted Items	0	Amount of Withdrawals/Debits	5,341.71
		Statement Ending Balance	10,758.29
Payments	0	Average Ledger Balance	6,496.57
in Cycle	21	Service Charge	0.00

Deposits and Credits

Amount	Description	Bank Reference
100.00	Deposit	813002310393096
16,000.00	Wire Type:Fed IN Date:010123 Time:1354 Fed Ref:000831 Seq:010123011591 Orig:D0340007042736 B O Pmt Det:Telegonic Communic Ations Corp. Ac-003783284409 Sending Bank:First Te Nn Mem	904001239011591

Withdrawals and Debits

Amount	Date Posted	Bank Reference	Check Number	Amount	Date Posted	Bank Reference
2,000.00	01/29	813009130109586	1003	3,290.71	01/31	813009230145782

Bank of America



Bank of America, N.A.
TN1-200-01-18
800 Main Street
Nashville, TN 37206-3618

Account Reference Information
Account Number: 0037 8328 4409
Tax ID Number 62-1838625
E O O A Enclosures 0
Statement Period 000:
01/11/01 through 01/31/01

TELGENIC COMMUNICATIONS CORP

Business Economy Checking

Withdrawals and Debits - Continued

Other Debits

Date Posted	Amount	Description	Bank Reference
01/23	10.00	Wire Transfer Fee	904001230010624
01/23	2.00	Wire Transfer Fee	904001230010625
01/25	39.00	Check ORDER00406;Des = fec ;ID = Eff Date: 010125,Indn:Telegenic Communicatio	902510252794160

Daily Ledger Balances

Date	Balance	Date	Balance	Date	Balance
01/11	100.00	01/25	16,049.00	01/31	10,758.29
01/23	16,088.00	01/29	14,049.00		

Message Center

Make your deposits at the ATM from January 2 through March 3 and you could win triple the amount of your deposit. The larger your deposit, the more you could win. For details and official rules call 1.800.999.6415. No deposit necessary to enter.

Your Business Check Card is free of monthly or annual fees - A part of your Business Checking Account. And, it works like a check only better. No bulky checkbooks to carry. No checks to write. Best of all your Business Check Card is accepted at over 19 million Visa merchant locations worldwide. For more information call 1-888-600-4000.

Financial Statements

of
NATIONNET COMMUNICATIONS CORP
For the Period Ended December 31, 2000

See Accompanying Accountant's Compilation Report

NATIONNET COMMUNICATIONS CORP
Balance Sheet
December 31, 2000

Assets

Current Assets		
Cash TRUSTMARK NATIONAL BANK	\$	28,266.98
Notes Receivable Ralph Monroe and Amy Marcella		100,000.00
Start Up Expenses		33,097.04
RALPH MONROE EXPENSE		<u>1,987.27</u>
Total Current Assets		\$163,351.29
Fixed Assets		
Fixtures and Equipment		<u>157,308.54</u>
Total Fixed Assets		157,308.54
Other Assets		<u> </u>
Total Assets		\$ <u>320,659.83</u>

See Accompanying Accountant's Compilation Report

NATIONNET COMMUNICATIONS CORP
Balance Sheet
December 31, 2000

Liabilities and Equity

Current Liabilities		
Notes Payable Ralph Monroe and Amy Marcella	\$	309,500.00
Federal Withholding Payable		604.80
FICA Tax Payable		442.04
State Unemployment Payable		<u>23.11</u>
Total Current Liabilities		\$ 310,569.95
Long Term Liabilities		
Demand Note Payable		<u>36,290.42</u>
Total Long Term Liabilities		36,290.42
Equity		
Common stock		1,000.00
Paid in Surplus		100,000.00
Current Income (Loss)		(127,200.54)
Total Equity		<u>(26,500.54)</u>
Total Liabilities & Equity		\$ <u>320,659.83</u>

See Accompanying Accountant's Compilation Report

NATIONNET COMMUNICATIONS CORP
Income Statement
For the Period Ended December 31, 2000

	8 Months Ended <u>Dec. 31, 2000</u>	<u>Pct</u>	8 Months Ended <u>Dec. 31, 2000</u>	<u>Pct</u>
Revenue				
Cost of Sales				
Supplies	3,080.00	0.00	3,808.00	0.00
TOOLS & SUPPLIES	<u>222.55</u>	<u>0.00</u>	<u>222.55</u>	<u>0.00</u>
Total Cost of Sales	<u>3,302.55</u>	<u>0.00</u>	<u>3,302.55</u>	<u>0.00</u>
Gross Profit	(3,302.55)	0.00	(3,302.55)	0.00
Operating Expenses				
Accounting	325.00	0.00	325.00	0.00
Bank Charges	16.50	0.00	16.50	0.00
Commissions	8.00	0.00	8.00	0.00
Equipment Rental	3,548.56	0.00	3,548.56	0.00
Interest	631.56	0.00	631.56	0.00
Legal	59,104.03	0.00	59,104.03	0.00
Office Expense	159.40	0.00	159.40	0.00
Rent	19,695.00	0.00	19,695.00	0.00
Repairs and Maintenance	2,134.70	0.00	2,134.70	0.00
Salaries- Officers	2,000.00	0.00	2,000.00	0.00
Salaries and Wages	2,889.24	0.00	2,889.24	0.00
Taxes- Payroll	244.13	0.00	244.13	0.00
Taxes- Other	1,218.50	0.00	1,218.50	0.00
Telephone	8,115.92	0.00	8,115.92	0.00
Travel	17,886.54	0.00	17,886.54	0.00
Utilities	328.55	0.00	328.55	0.00
Warehouse Expense	<u>569.40</u>	<u>0.00</u>	<u>569.40</u>	<u>0.00</u>
Total Expense	<u>118,875.03</u>	<u>0.00</u>	<u>118,875.03</u>	<u>0.00</u>
Operating Income	<u>(122,177.58)</u>	<u>0.00</u>	<u>(122,177.58)</u>	<u>0.00</u>
Net Income (Loss)	\$ <u>(122,177.58)</u>	<u>0.00</u>	\$ <u>(122,177.58)</u>	<u>0.00</u>

See Accompanying Accountant's Compilation Report

NATIONNET COMMUNICATIONS CORP
Statement of Cash Flows
For the Period of December 31, 2000
Increase (Decrease) in Cash or Cash Equivalents

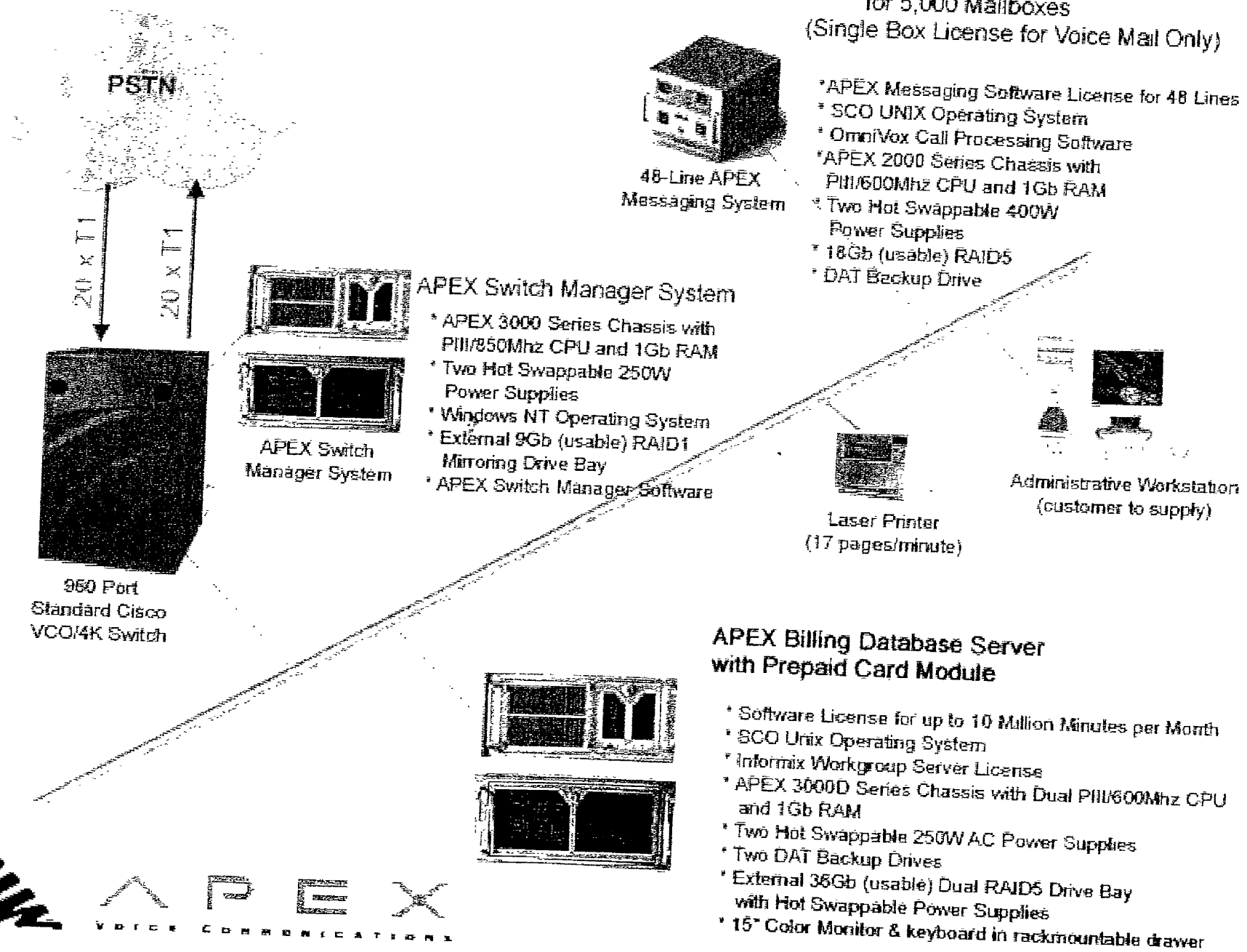
	<u>8 Months Ended</u> <u>December 31, 2000</u>	<u>8 Months Ended</u> <u>December 31, 2000</u>
Cash Flow from Operating Activities		
Net Income (Loss)	\$ (127,200.54)	\$ (127,200.54)
Adjustments to Reconcile Cash Flow		
Decrease (Increase) in Current Assets		
Notes Receivable Ralph Monroe and Amy Marcella	(100,000.00)	(100,000.00)
Start Up Expenses	(33,097.04)	(33,097.04)
RALPH MONROE EXPENSE	(1,987.27)	(1,987.27)
Increase (Decrease) in Current Liabilities		
Notes Payable to Ralph Monroe and Amy Marcella	309,500.00	309,500.00
Federal Withholding Payable	604.80	604.80
FICA Tax Payable	442.04	442.04
State Unemployment Payable	<u>23.11</u>	<u>23.11</u>
 Total Adjustments	 <u>175,485.64</u>	 <u>175,485.64</u>
 Cash Provided (Used) by Operations	 48,285.10	 48,285.10
Cash Flow Investing Activities		
Sales (Purchases) of Assets		
Office Equipment	(10,227.83)	(10,227.83)
Equipment and Tools	(147,080.71)	(147,080.71)
 Cash Provided (Used) by Investing	 (157,308.54)	 (157,308.54)
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
Demand Note Payable	36,290.42	36,290.42
Common Stock	1,000.00	1,000.00
Paid in Surplus	<u>100,000.00</u>	<u>100,000.00</u>
 Cash Provided (Used) by Financing	 <u>137,290.42</u>	 <u>137,290.42</u>
 Net Increase (Decrease) in Cash	 <u>28,266.98</u>	 <u>28,266.98</u>
 Cash at End of Period	 \$ <u>28,266.98</u>	 \$ <u>28,266.98</u>

See Accompanying Accountant's Compilation Report

TELECOM NETWORK
DIAGRAM

Network Diagram for .ationNet Communications

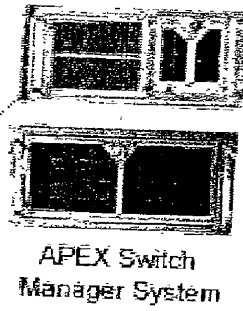
APEX Billing System with Prepaid Card Module & APEX Messaging System for 5,000 Mailboxes



PSTN

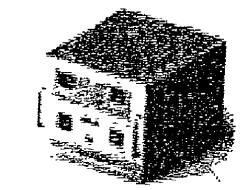
20 x T1
20 x T1

950 Port
Standard Cisco
VCO/4K Switch



APEX Switch Manager System

- * APEX 3000 Series Chassis with PIII/850Mhz CPU and 1Gb RAM
- * Two Hot Swappable 250W Power Supplies
- * Windows NT Operating System
- * External 9Gb (usable) RAID1 Mirroring Drive Bay
- * APEX Switch Manager Software



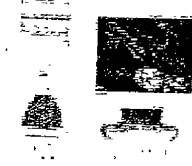
48-Line APEX Messaging System

48-Line APEX Messaging System for 5,000 Mailboxes (Single Box License for Voice Mail Only)

- * APEX Messaging Software License for 48 Lines
- * SCO UNIX Operating System
- * OmniVox Call Processing Software
- * APEX 2000 Series Chassis with PIII/600Mhz CPU and 1Gb RAM
- * Two Hot Swappable 400W Power Supplies
- * 18Gb (usable) RAID5
- * DAT Backup Drive

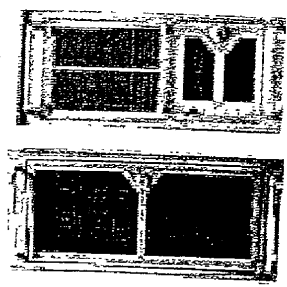


Laser Printer (17 pages/minute)

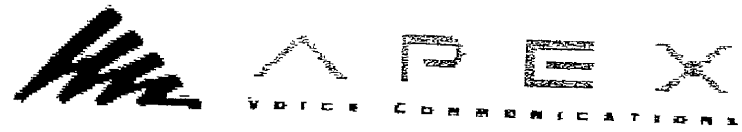


Administrative Workstation (customer to supply)

APEX Billing Database Server with Prepaid Card Module



- * Software License for up to 10 Million Minutes per Month
- * SCO Unix Operating System
- * Informix Workgroup Server License
- * APEX 3000D Series Chassis with Dual PIII/600Mhz CPU and 1Gb RAM
- * Two Hot Swappable 250W AC Power Supplies
- * Two DAT Backup Drives
- * External 36Gb (usable) Dual RAID5 Drive Bay with Hot Swappable Power Supplies
- * 15" Color Monitor & keyboard in rackmountable drawer



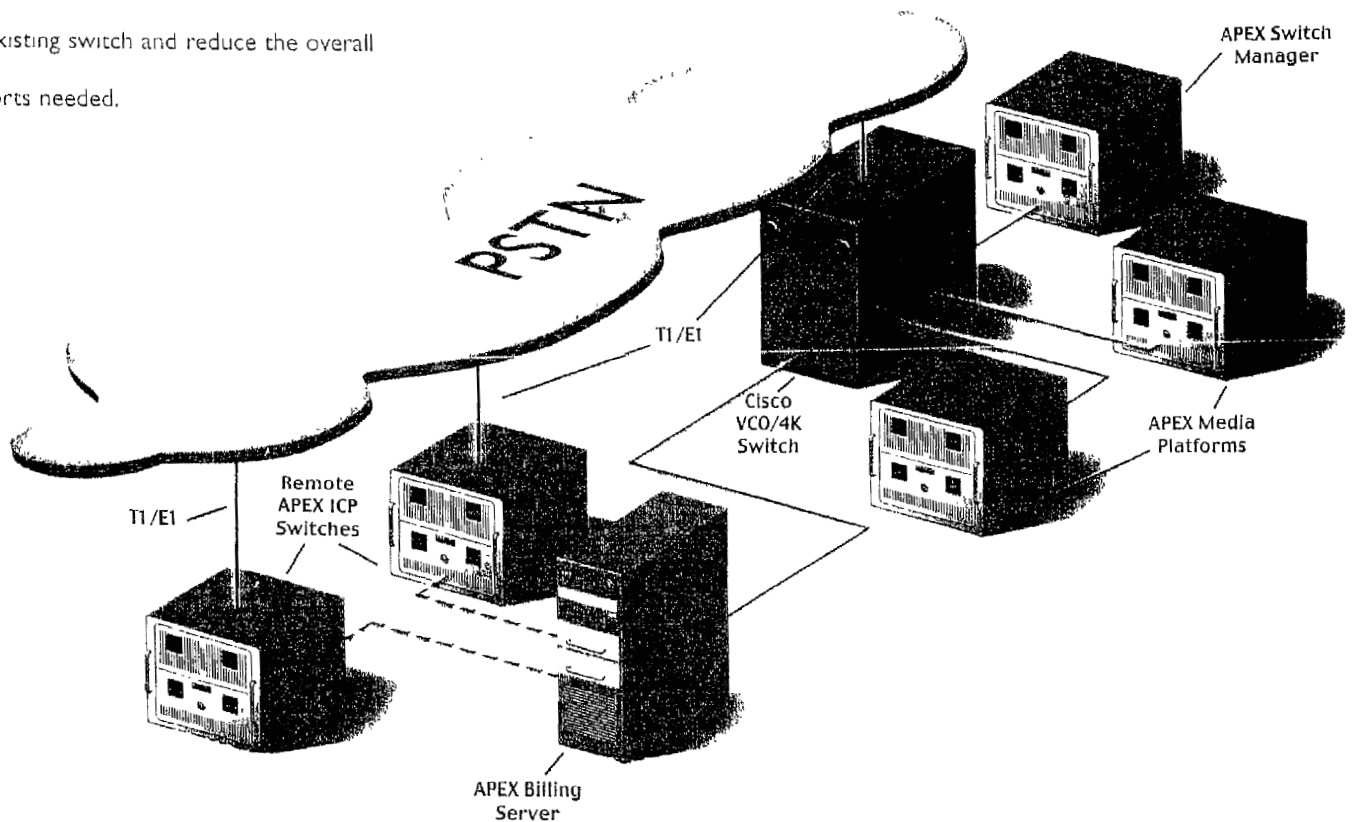
Interface to Other Switching Platforms

APEX Billing is a ticket-oriented transaction processing system and can process any type of CDR or billing ticket from any switch. APEX offers several standard formats as well as customization services for special interface requirements. APEX Billing has a Release Link Trunking (RLT) module that allows OmniVox Intelligent Call Processors to pass calls back (release) to the switch after call set up. This allows the billing system to utilize your existing switch and reduce the overall number of ports needed.

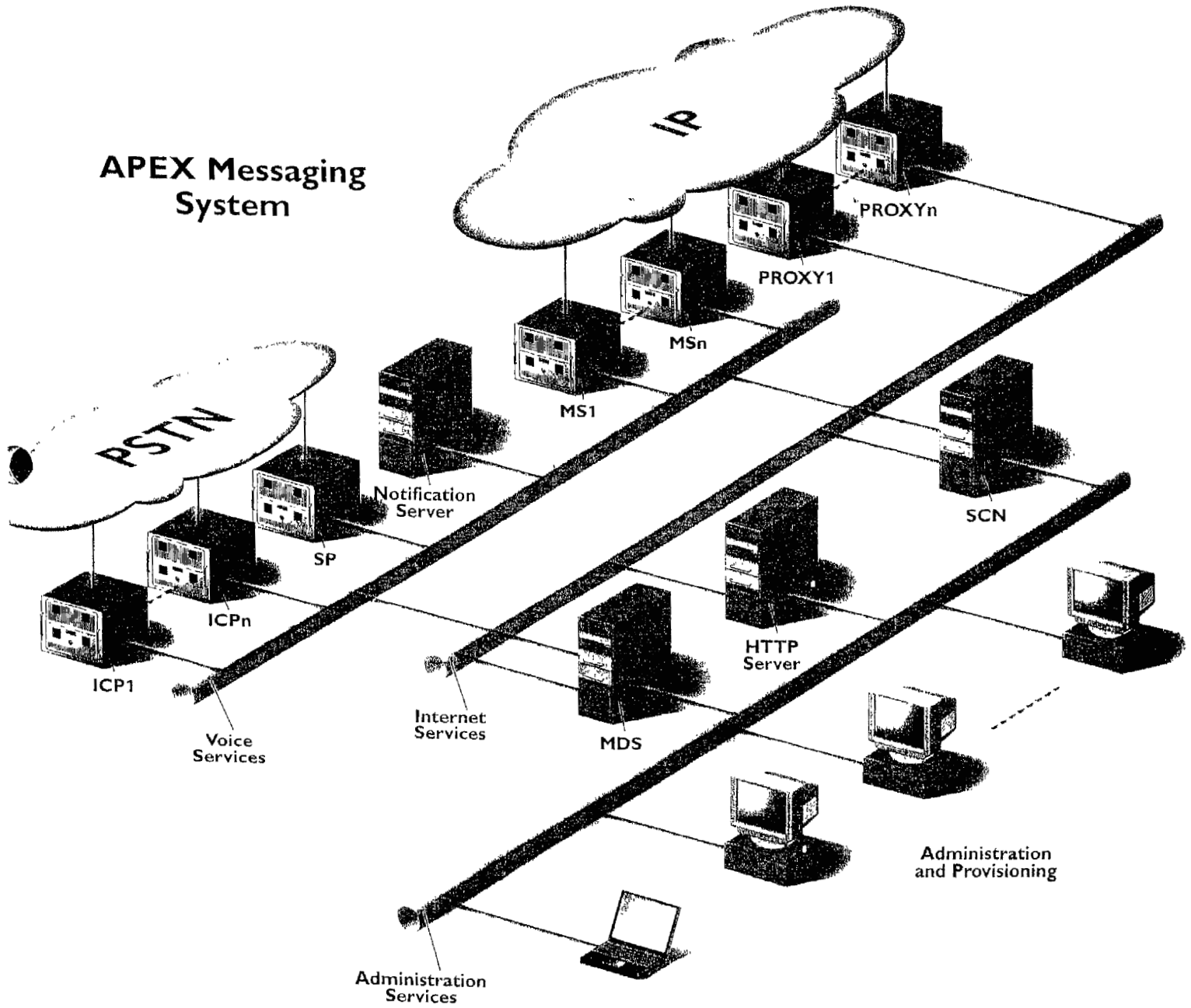
IP Switching

APEX Billing can be configured to support remote locations using VoIP gateways. VoIP traffic is transparent to the Billing System.

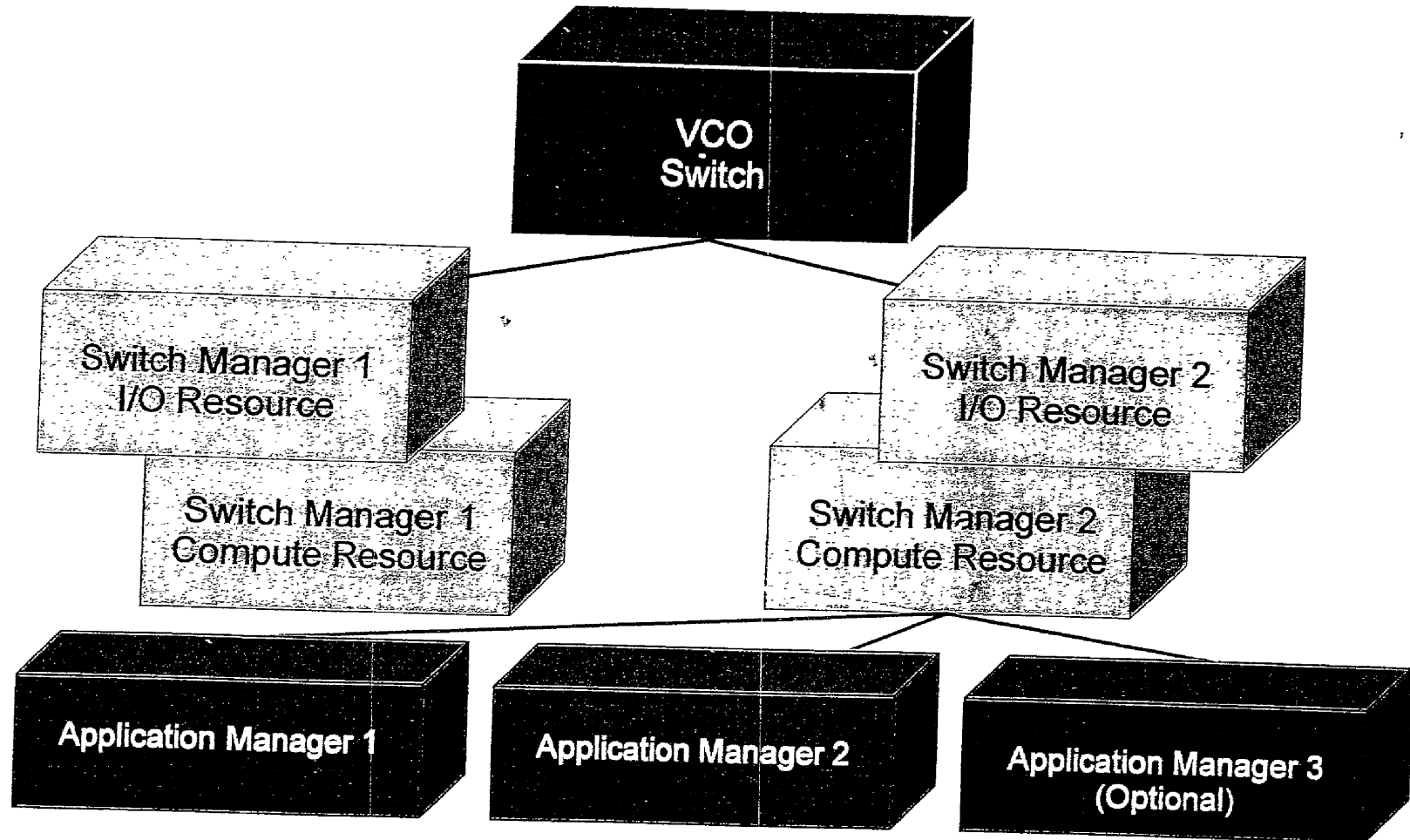
APEX Billing System Components



APEX Messaging System

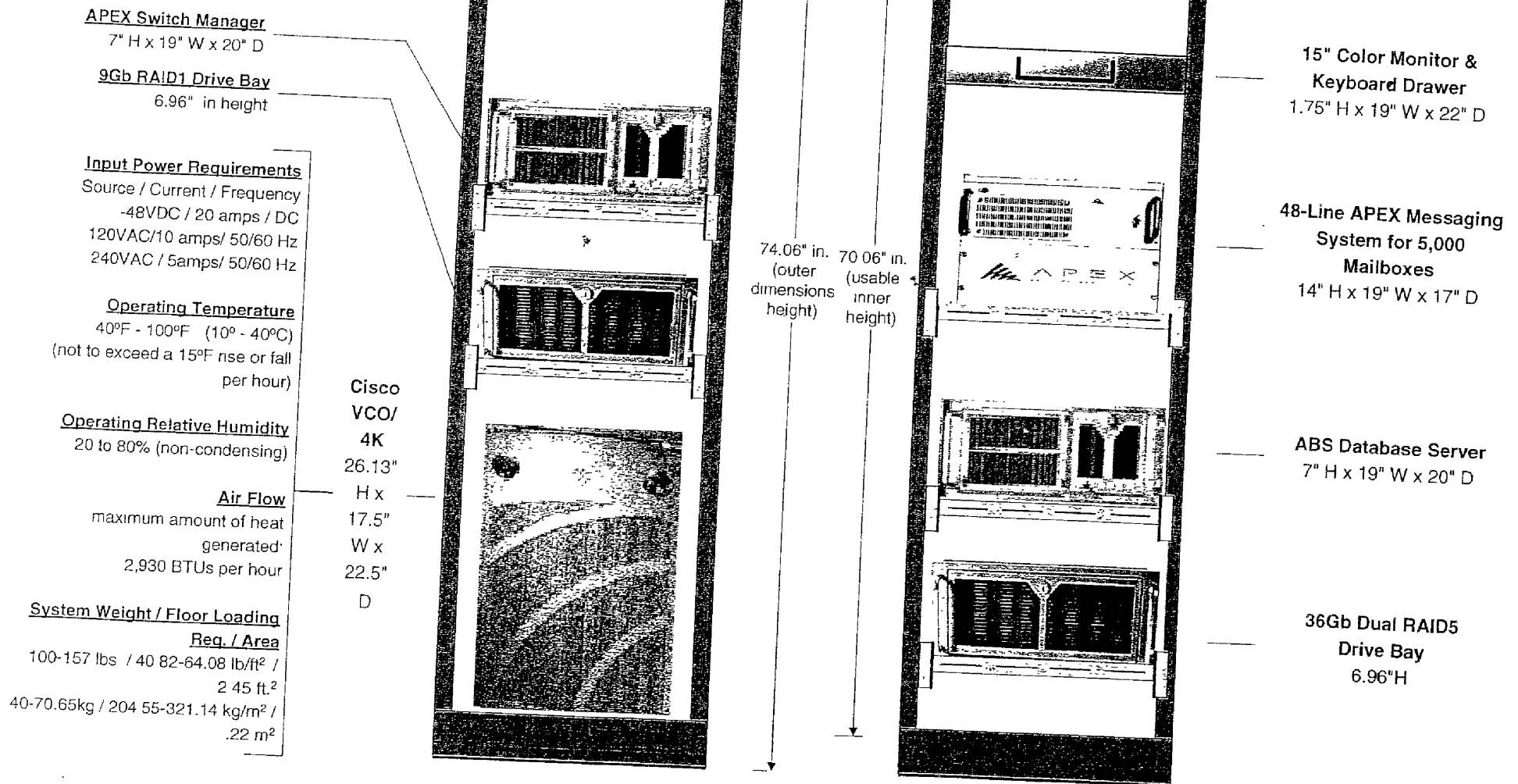


APEX Switch Manager Fail Over Diagram



Site Requirements for NationNet Communications

ABS System with Prepaid Card Module &
APEX Standalone Messaging System



Note: diagram not drawn to scale



EXECUTIVE SUMMARY

INTRODUCTION

The combination of the industry's most intuitive graphical interface and long track record of Prepaid expertise makes APEX Voice Communications the right choice for NationNet Communications. After our last conversation and subsequent review of your requirements, we have prepared this document that summarizes our attached proposal and the products and services that APEX Voice Communications is quoting for this initial project.

The following pages will describe the architecture of the proposed platform, the product components of the solution offered, the application specifics, the engineering and customization services we offer, and a corporate summary of our company.

ARCHITECTURE

Based on the desired configuration and growth expectations, APEX is recommending our integrated Cisco/APEX Switch Manager solution and our APEX Billing/Prepaid Platform. By using the Cisco VCO/4k for switching and a common centralized billing database as your rating engine, the APEX architecture allows you not only stability but room for growth both in capacity and in applications.

The APEX solution proposed consists of a Cisco VCO/4K switch (using 20 T1's Inbound and 20 T1's Outbound) with a possible capacity of up to 4,096 ports within a single chassis giving you a true non-blocking matrix, along with one APEX Billing System (ABS) with the Prepaid Long Distance Module licensed for up to 10 million minutes a month (see Diagram). An APEX Messaging System with 2 T-1's for 5,000 mailboxes has also been quoted as well. The call processing occurs via the VCO under the control of APEX Switch Managers (ASM) while the user verification is handled via the data network to the APEX Billing server and messaging handled over the APEX Messaging Server.

With this design, NationNet Communications will achieve maximum efficiency in call handling as you expand your business while providing a functional database system with tremendous flexibility.

PRODUCTS

The following is a list of components that will be installed at NationNet Communications.

APEX Billing Platform including:

- ✓ Prepaid Module
- ✓ 10 Million Minutes per Month License
- ✓ Billing Applications
- ✓ Intel Server for Billing
- ✓ External Raid Drive Bay with Hot Swap Power
- ✓ Two 8 Gig DAT Backup Drives
- ✓ Informix Workgroup Server License



- ✓ SCO UNIX OpenServer Operating System
- ✓ Laser Printer
- ✓ 15" Color Monitor & Keyboard in rackmountable drawer

- **Standard Cisco VCO/4K – with ASM**
 - ✓ Cisco VCO/4k – in standard configuration
 - ✓ Cisco Switch software – 4,096 time slots possible per bay
 - ✓ Peripherals
 - ✓ APEX Switch Manager System
 - ✓ APEX Switch Manager software
 - ✓

- **Messaging System**
 - ✓ Messaging system for 5,000 mailboxes
 - ✓ 18Gb (usable) RAID 5
 - ✓ DAT Backup Drive
 - ✓ Redundant Power
 - ✓ SCO UNIX Open Server Operating System
 - ✓ Omnivox Call Processing Software
 - ✓ APEX Messaging Software licensed for 48 Lines

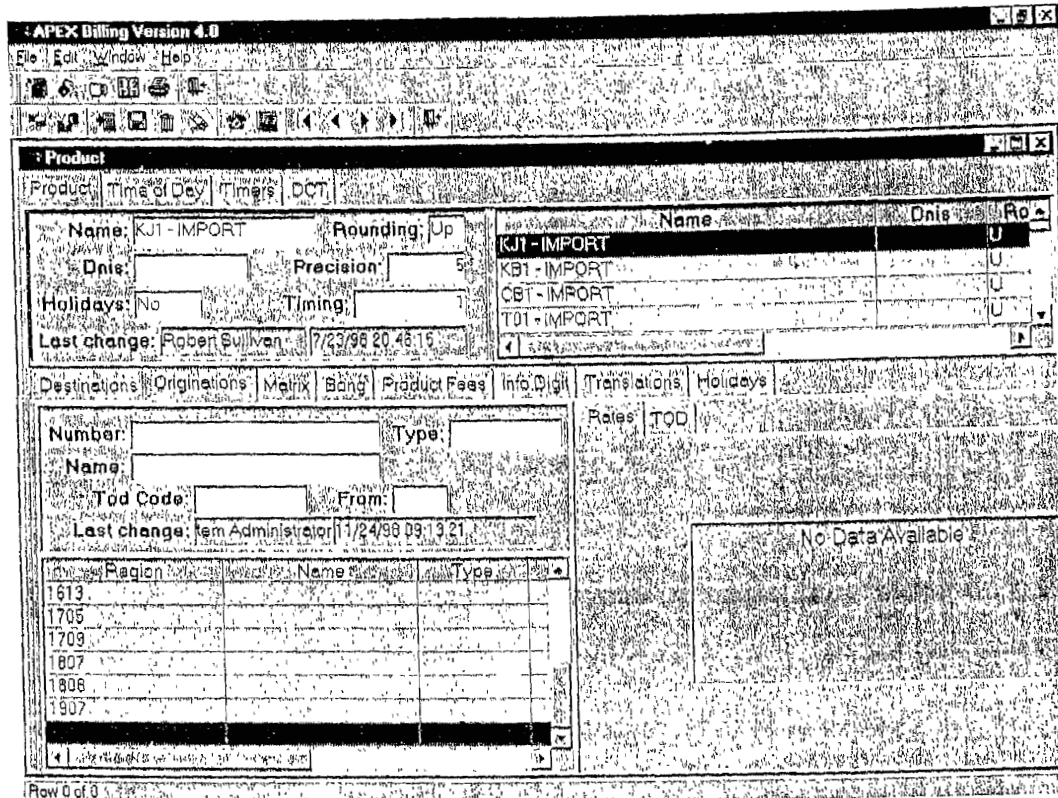
Detailed specifications for each one of the components listed above are included in the quotation.

APEX Billing Platform

Our proposal includes the ABS platform with Prepaid Module. The initial server is configured using an industrial grade computer, an Intel server. The database software in the Billing Server includes Informix's SQL database and SCO UNIX as the Operating System. The Graphical User Interface is designed using Power Builder software for ease of use and customization. In addition to the database server and call processing hardware, APEX is proposing a laser printer and network hardware (including hub).

APEX Billing provides for Full Data Journaling, a Product-based Call Rating Engine, Billing Timers, Bong Charges, Information Digit Charges, an Administrative Module with Application Table Management, Code Table Management, Lot and Batch Management, System Table Management, Partitions in Billing Groups, Billing Number Roll-up, Customer Service Module with Call Browser, a General Remarks Field, Credits and Adjustments capability, Hide Screen Security Module, and News and Announcements and more.

The following figure illustrates a screen shot for the provisioning of Products within ABS.



Products are associated to DCT (Destination Control Tables), which provide destination rating information, origin rating information, type of billing, bong charges, product fees, info digit charges, translations, and holiday schedules. Some of these are global to the Product and others are linked to a Destination, Origination or Matrix.

Prepaid Module Description

The Prepaid module provides lot, batch and PIN generation and management. It allows for running an unlimited number of prepaid products/services and for a virtually unlimited number of PINs. PINs are generated and stored in lots assigned by the administrator. Portions of lots are then committed to the system in batches. Predefined 'templates' are used in the batch commitment process.

The Prepaid module provides for DNIS control via a configurable DNIS screen. Current DNIS usage is displayed in a graphical format. The DCT (Destination Control Table) screen provides for complete control of rating information. A facility for configuring call flow scripts is included which provides the administrator with a high level interface configuration of prepaid products. Parameters like branding messages, time duration, and low balance warning affecting the call



flow may be set differently for each prepaid product. The administrator may generate unlimited number of prepaid products by combining different Destination Control Tables and different scripts with different product templates.

As part of this proposal, we have included a list of features of the Prepaid Module of the APEX Billing System. The following is a list of key features of the Prepaid Module:

Prepaid Key Features

- ✓ Multiple Prepaid Products
- ✓ Recurrent transaction fees
- ✓ DNIS configuration
- ✓ Script (call flow) configuration
- ✓ ANI based Prepaid
- ✓ Multi-level controls (MLC)
- ✓ Multiple language support

APEX Prepaid allows for multiple Products to run simultaneously in the platform. Products contain all information necessary for calls to be rated.

APEX Prepaid allows for multiple Products to run simultaneously in the platform. Products contain all information necessary for calls to be rated.

Long Distance (Optional- not included)

Purchase of the Long Distance Module allows the rating process to access the entries defined in the long distance tab. This tab allows the rating process to bill calls based on the ANI or authorization code. All other features of the system apply. Reports specifically designed for long distance may also be accessed by the purchase of this feature.

Long Distance – Defines long distance entries. The entries contain the following:

- Billing Number – Allows for multiple ANIs to bill as one number. Up to 18 digits
- ANI – May be a phone number or an authorization code. Up to 18 digits
- MLC – Multi-level control link
- Status Code – Active, Terminated, Doubtful, Purge
- DCT – Destination Control Table link (Allows for selective or exclusive calling patterns , and set preferred rates for selective areas)
- Assign an ANI or Authorization Code to a Project Code Group
- ANI unbilled total
- Billing ANI unbilled total
- Customer unbilled total

APEX Switch Manager (ASM)

The APEX Switch Manager is a Windows NT based switching control platform and service creation environment for the Cisco VCO/4K switch. ASM provides for a high level, graphical user interface for configuration, administration and application development.

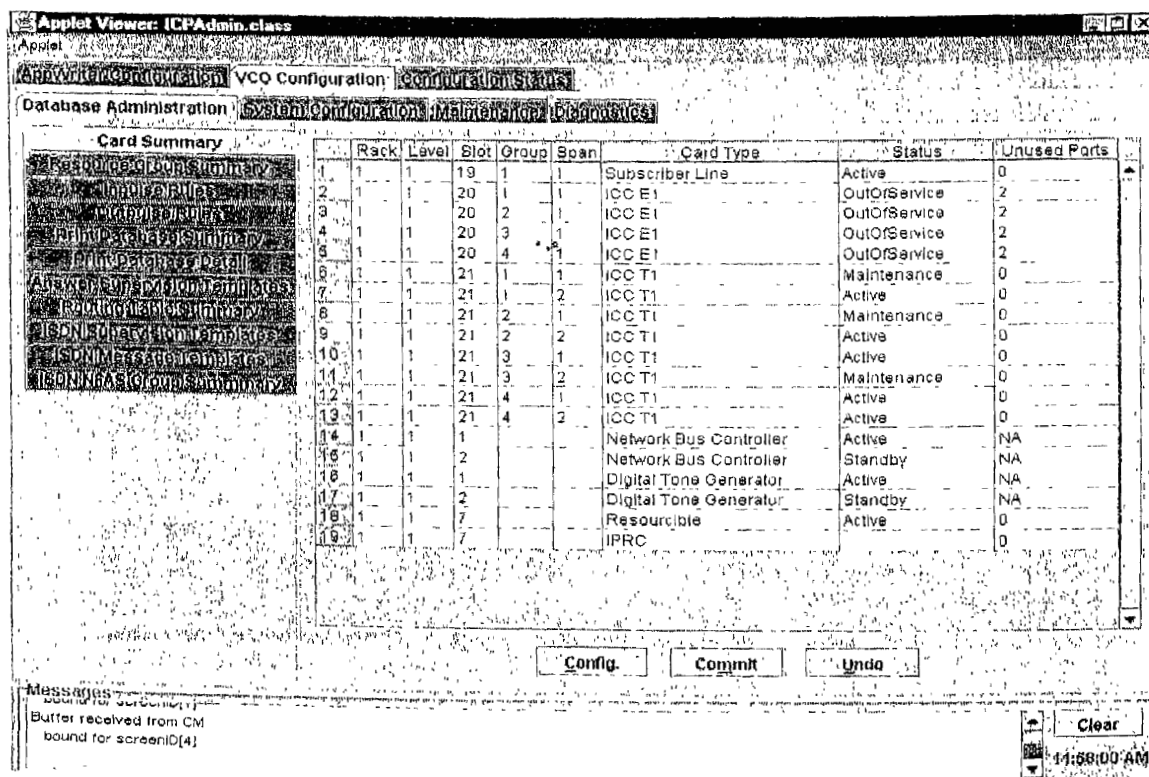
The APEX Switch Manager can integrate both voice and data networks and provides features such as Network and Bulk Announcement services, call holding, and switching and dynamic messaging using supplementary Media Platforms behind the switch. The modular architecture design delivers seamless scalability, and superior flexibility, while the browser based interface is universally accessible for remote development, configuration and administration. With a single platform you can create, deploy and manage an unlimited number of services and use the extensive customization capabilities for easier programming.

VCO Configuration

The APEX Switch Manager provides user-friendly interfaces for configuration of all VCO/4K switch functions including System Configuration, Configuration Status, Database Administration, Maintenance and Diagnostics.

Upon training, NationNet Communication's personnel will be able to configure control processing functions of the Cisco VCO/4K switches via the user friendly JAVA based Graphical User Interface.

The following figure illustrates a screen shot for the Card Summary for Database Administration of the VCO Configuration module.



	Rack	Level	Slot	Group	Span	Card Type	Status	Unused Ports
1	1	1	19	1	1	Subscriber Line	Active	0
2	1	1	20	1	1	ICC E1	OutOfService	2
3	1	1	20	2	1	ICC E1	OutOfService	2
4	1	1	20	3	1	ICC E1	OutOfService	2
5	1	1	20	4	1	ICC E1	OutOfService	2
6	1	1	21	1	1	ICC T1	Maintenance	0
7	1	1	21	1	2	ICC T1	Active	0
8	1	1	21	2	1	ICC T1	Maintenance	0
9	1	1	21	2	2	ICC T1	Active	0
10	1	1	21	3	1	ICC T1	Active	0
11	1	1	21	3	2	ICC T1	Maintenance	0
12	1	1	21	4	1	ICC T1	Active	0
13	1	1	21	4	2	ICC T1	Active	0
14	1	1	1			Network Bus Controller	Active	NA
15	1	1	2			Network Bus Controller	Standby	NA
16	1	1	1			Digital Tone Generator	Active	NA
17	1	1	2			Digital Tone Generator	Standby	NA
18	1	1	7			Resource	Active	0
19	1	1	7			IPRC	Active	0

Buttons: Config, Commit, Undo, Clear

Messages: Buffer received from CM bound for screenID(4)

Time: 11:58:00 AM

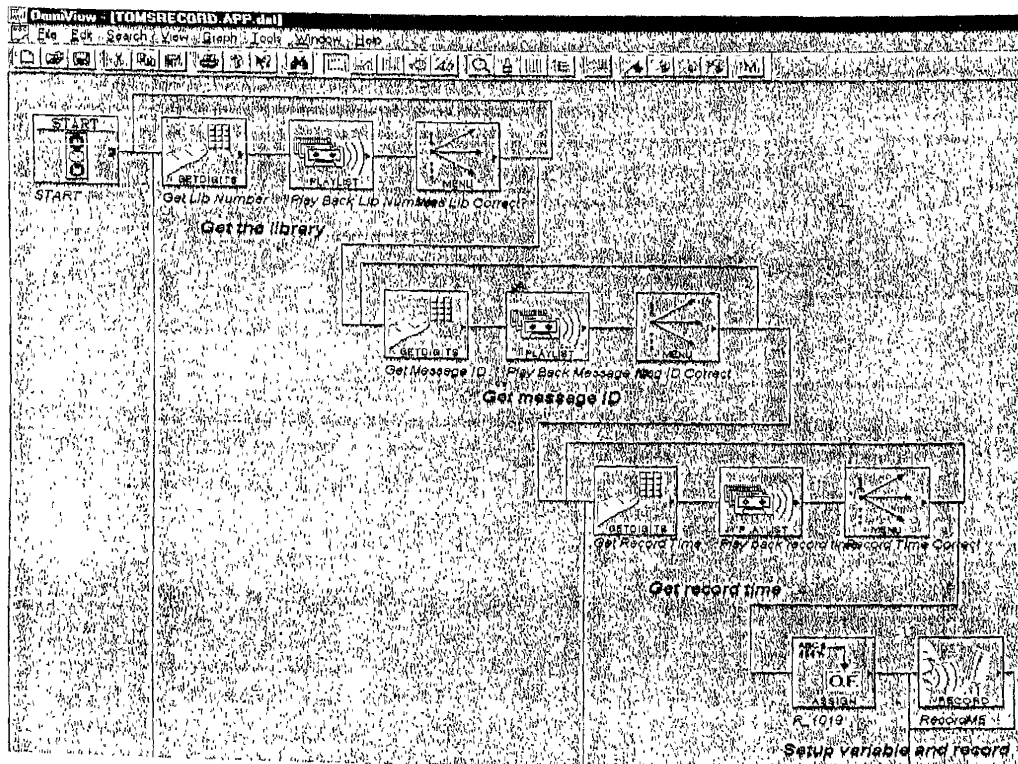
Card Summary Screen - APEX Switch Manager

As the screen shot illustrates, the different configuration modules of ASM are subdivided into tabs for the administrator's ease of use. For example, Database Administration includes the following screens: Card Summary, Resource Group Summary, Impulse Rules, Print Database Summary, Print Database Detail, Answer Supervision Templates, Routing Table Summary, ISDN Supervision Templates, ISDN Message Templates and ISDN NFAS Group Summary.

OmniView: Enhanced Service Creation Environment

With the switch proposal, an ASM/VCO Development and Prompt Recording/Editing workstation is available as an option. From this workstation, the administrator will be able to record and edit prompts but also develop voice applications via OmniView, an enhanced service creation environment for the Cisco VCO/4K switch.

Based on APEX's award winning voice application development environment, OmniView provides for a complete graphical user interface to build applications. Through this object oriented, drag and drop facility, administrators are quickly trained and able to develop enhanced service applications. The ease of use of the tools provided within OmniView provides for a common programming interface at such high level that drastically reduces time to market.



OmniView –APEX Switch Manager, Service Creation Environment

The picture above illustrates a typical OmniView application developed with the APEX Switch Manager. ASM is the only GUI based configuration and enhanced service creation for the Cisco VCO/4K. Each object represents a command that deals with a specific step in a voice processing



application. A form is associated to each command. By right clicking in the command, the form opens and presents all the parameters that deal with that particular step of the voice application, including error controls.

OmniView provides for a simple way to develop a call flow:

- 1- Invoke a tool bar
- 2- Drag and drop objects
- 3- Connect the objects
- 4- Record prompts

Some applications might require the use of the C Hook facility that allows interfacing via C++ code to the outside world. Through the C Hook command variables may be passed to other products' API to execute a program or queries to other systems. New variable contents and status are returned to OmniView for completion of the flow.

Software written in C++ may also be introduced through our C-Hook facility and thereby implemented into the call flow as simple C-Hook icons for easy reuse. New applications can be deployed in a more expedient manner using the APEX GUI. With a single platform you can create, deploy and manage an unlimited number of services and use the extensive customization capabilities for attaining a competitive service advantage.

APPLICATION

The proposed solution will process the following type of calls:

1. Prepaid Long Distance Services

1. Prepaid Long Distance Services

A prepaid long distance call will be connected from an incoming T1 trunk using R2 signaling. The call is received by the VCO/4K and processed by the ASM (APEX Switch Manager). Based on received ANI information and/or PIN entry, the APEX Billing platform will validate the PIN and receive account balance information. If the account is valid, the ABS will allow the ASM to bridge the call to the desired destination number via an outgoing T1 trunk. The balance will be debited for the call based on the specific rating scheme and the call will be disconnected once the balance or time is expired. Warning messages can be played prior to disconnect to notify the caller of the remaining balance.

Other Billing Products

The proposed APEX Billing solution is configured with the Prepaid Long Distance Module only. However, ABS supports both Prepaid and Postpaid modules that may be added in the future including: Postpaid LD, Cellular, Travel Card, Callback, Paging, Cable and Internet. Conceptually the platform can rate and bill any services for which a billing ticket is sent on to it in either batch or online basis.



SERVICES

All quotes include installation and implementation services. APEX Voice Communications will send engineering personnel to each site for the installation portion of the project. Quotes include charges for engineering services, including travel and expenses.

APEX engineering will install and configure the Billing System, VCO/4K switch, and Messaging System for T1 R2 type signaling through the PSTN or customer selected carrier. APEX will train NationNet Communications' personnel so that they will be able to develop switch-based applications on their own. NationNet Communication's staff will be able to administer all aspects of the switch and develop switch based enhanced service applications via the APEX Switch Manager platform.

ENGINEERING SERVICES

APEX provides for professional services including field engineering, project management, installation, training and maintenance.

Field Engineering

At no additional cost, a field engineer will be assigned during the pre-sales phase to assist in analyzing customer requirements and configurations and help produce responses, service descriptions, network architecture and initial statement of work. APEX's field engineer will also interface with customer technical personnel to assist in the installation and testing process.

Project Management

At no additional cost, a project manager will be dedicated to the customer project to manage all phases of the project as it will be defined and agreed by both customer and APEX in the Project Plan and the Statement of Work.

The project manager will monitor all phases of the project through system life including: equipment testing in our lab and key deliverables; integration and load testing plans and reports; field testing plans and reports; staging plans and results; site preparation checklists; test plan and report; network readiness review and report; and customer acceptance.

Installation

All quotations presented with this proposal include installation services. Our installation team will travel to the customer site for the installation and testing portion of the project. Cost of travel and expenses are included in the quotations.

Training

We are including training for two people as part of the quotation. Training takes place at APEX facilities for APEX Messaging, for five consecutive days for APEX Billing, and three consecutive days for APEX Switch Manager. Additional personnel may be trained for an additional cost. Travel and expenses are not included and shall be covered by the customer.



Customization Service

APEX Voice Communications provides for application development or customization services at an additional cost. However, NationNet Communications has not requested such services at the moment. Should NationNet Communications have such requirements will be glad to review specifications and quote professional services accordingly.

Prompt Recording

An ASM/VCO License for Development and Prompt Recording/Editing is available as an option. This will allow NationNet's trained personnel to develop voice applications and record/edit voice prompts.

APEX provides a set of standard English prompts for the Cisco VCO/4K. However, professional recording services are available upon customer request. Upon reviewing requirements, professional recording services are quoted and invoiced separately.

Maintenance Plans

With Schedule C of each quotation, we are including several options of required software and hardware maintenance plans for the Cisco VCO/4K, Informix, the APEX Switch Manager, APEX Billing, and APEX Messaging.

Cisco VCO/4K: we offer the Cisco Primary Support Plan that includes:

- ✓ Hardware advance replacement
- ✓ 24 x 7 support
- ✓ Software updates
- ✓ Online Case Query Tool
- ✓ Automated Escalation Procedures

APEX Billing, Messaging, and Switch Manager: all maintenance plans include:

- ✓ Software upgrades for ABS and AMS only
- ✓ Some hours of service support may be applied towards custom programming per month
- ✓ Hardware maintenance – repair and advance replacement service
- ✓ Modem costs – travel and expenses are additional

The plans vary depending on the number of service support hours per month. The term of the plan is for one year and billed quarterly. The customer is free to choose any of the proposed plans.

SPARE PARTS

Spare parts may be recommended upon customer request.

APEX VOICE COMMUNICATIONS

APEX Voice Communications is recognized as a leader of open architecture enhanced service and production platforms.



APEX was founded and incorporated in California in 1989. Our headquarters are located in Sherman Oaks, CA with regional offices in Culpeper, VA; Coral Springs, FL; Munich, Germany; Paris, France and Hong Kong.

APEX's product line includes: (information on these products are included in this proposal)

- ✓ **APEX Switch Manager:** The only GUI based configuration and application development environment for the VCO/4K switch.
- ✓ **APEX Billing Systems:** a robust rating and billing engine for postpaid and prepaid calling services. Scalable from 1 to 150 million minutes per month.
- ✓ **APEX ICP (Intelligent Call Processor):** a UNIX, Windows NT, or Windows 2000 enhanced service platform based on Dialogic hardware.
- ✓ **OmniVox:** an enhanced service production environment for the APEX ICP.
- ✓ **OmniView:** an object oriented, GUI based enhanced service creation environment for the APEX ICP.
- ✓ **AMS – APEX Messaging System:** A scaleable server based Unified Messaging platform based on LDAP/IMAP technology that provides for Voice, Fax and Electronic mail services.
- ✓ **APEX WEM:** Wireless E-Mail platform to send, receive and reply to E-Mail messages from a wire-less or wire-line terminal without connecting to a computer device.

APEX products are installed in over 55 countries around the world in over 200 telecom service providers.

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CONCLUSION

We are very proud to have the opportunity to propose an APEX based solution to NationNet Communications. Our experience in voice enhanced services coupled with our products, APEX Switch Manager and APEX Billing System, will provide NationNet Communications with a strong technology partner that is committed to this industry and to our customer's success.

The GUI based configuration and administration tools for the VCO and the enhanced service creation environment will facilitate NationNet Communications' ability to rapidly develop new applications, thus concentrating in core business, as opposed to low level application development.

This APEX Proposal addresses your requirements as a complete solution. From the point where your customer places a call, our components are working together to verify their balance and handle the call appropriately. This turnkey solution involves the following key items from our proposal:

- a. ABS Billing Server



- b. Informix Database Engine
- c. APEX Billing & Prepaid Applications
- d. Cisco VCO/4k Open Programmable Switch
- e. APEX Switch Manager
- f. APEX Messaging

The above components along with APEX's designed software provides NationNet Communications with the following Service Ready Solutions:

- g. Centralized PIN Verification
- h. Prepaid Long Distance Billing Service
- i. Prepaid Card Service
- j. Scalability/Reliability
- k. Enhanced Service Creation
- l. GUI Based Administration

APEX Voice Communications is a unique supplier with the necessary experience to do the job. With over 200 major telecom service providers as references in 55 countries around the world, we are the right choice for your company as well.

The APEX team embraces this opportunity and looks forward to our continued relationship with NationNet Communications.

Consulting Agreement
Between
JAG and Associates
And
NationNet Communications
Corporation

JAG & Associates

MANAGED PROJECT IMPLEMENTATION AND CONSULTING AGREEMENT

1.10. JAG & Associates and its subcontractors shall maintain bodily injury and property damage liability insurance as necessary under this Agreement. Upon the Customer's request, JAG & Associates shall provide a certificate of insurance as evidence of such coverage.

2. DUTIES OF CUSTOMER

2.1. Prior to JAG & Associates' commencement of Implementation Services hereunder, Customer shall designate an authorized representative to act on Customer's behalf and serve as the person to be contacted by JAG & Associates during the performance of Implementation Services. The Customer representative is Edgar Bland. Customer shall promptly notify JAG & Associates in writing if this representative is replaced. The Customer representative and the JAG & Associates representative shall meet at the work site, or at agreed upon locations, as deemed necessary for JAG & Associates to ensure the orderly progress and timely completion of the Implementation Services.

2.2. During the term hereof, Customer shall provide JAG & Associates with access to the Customer premises and with sufficient workspace required to perform Installation Services.

2.3. During the term hereof, Customer shall take such action as may be necessary to permit JAG & Associates and its subcontractors to perform the Installation Services without interference from Customer or third parties.

2.4. In order to facilitate the efficient and cost-effective implementation of Customer network, JAG & Associates requires the following delivery from Customer prior to the rendering of services:

- Provide a modem and telephone line (both within easy reach of the equipment to be installed) along with the proper telephone number to allow remote access by JAG & Associates personnel during the installation.
- Provide a voice telephone line and number (near the installed equipment) for the installer to contact JAG & Associates.
- Provide a console password for use after the equipment is installed and configured.
- Provide an IP address and a subnet mask for the network interface (e.g., Switch Control Processor, Packet Engine, or Network Management Module) on each installed switch.
- Provide an IP address other than that of the host on the network connected to the installed equipment (to be used by project manager for testing network connections).
- Provide and verify the appropriate power requirements necessary to operate the equipment. The power outlets should be within three feet of the equipment to be installed.
- Verify all site environment specifications, as supplied by JAG & Associates, (including temperature, humidity, power and space) for the equipment.
- Verify interface specifications and requirements.
- Verify all distance and interference limitations of interface cables to be used at the installation.
- Install and verify the operation of all external communications equipment not provided by JAG & Associates. This external communications equipment includes, but may not be limited to, the following: LAN/WAN connections, channel service unit/digital service unit (CSU/DSU), media attachment unit (MAU), transceivers, modems, and any other external communications equipment related to the installation site.
- Verify the operation of all telephone circuits and T1/T3/OC-3c/OC-12c facilities not supplied by JAG & Associates, but required for the installation.
- Provide any Permanent Virtual Circuits (PVCs) designation appropriate to the applied equipment installation.

JAG & Associates

3. COMMENCEMENT AND COMPLETION OF CONSULTING AND IMPLEMENTATION SERVICES

3.1. The commencement date for the Implementation Services will be as determined in the Statement of Work set forth in Exhibit A hereto. Prior to the commencement date, JAG & Associates and Customer shall participate in a pre-implementation meeting at a mutually acceptable time and place. At such meeting, either party may request that modifications to the Statement of Work be made, and such modifications will be incorporated into this Agreement if both parties agree to such modifications in writing. Any and all such modifications that will increase the amount stated in Section 6.1 must be signed by of the Customer.

3.2. The Implementation Services will be completed no later than as designated in the Statement of Work. JAG & Associates will be entitled to a reasonable extension of the completion date if the Implementation Services are delayed by acts or omissions of Customer, written change orders, actions or other contractors (excluding JAG & Associates' subcontractors), or other events or occurrences beyond the control of JAG & Associates.

4. ACCEPTANCE OF IMPLEMENTATION SERVICES

Customer and JAG & Associates shall conduct acceptance testing of the Implementation Services pursuant to the terms of the acceptance test plan set forth in the Statement of Work attached hereto as Exhibit A. If Customer has not rejected such Implementation Services in writing within thirty (30) days after JAG & Associate's completion thereof because of the Implementation Services failing to conform to the Statement of Work, acceptance shall be deemed to have occurred. If any portion of the Implementation Services is rejected, JAG & Associates will correct any defect within a commercially reasonable time period. After receipt of notification of completion of any corrections required, Customer shall have fifteen (15) days in which to conduct acceptance testing of such corrections, which will be deemed accepted by Customer if no written rejection is made.

5. CHARGES

5.1. Customer shall pay to JAG & Associates for its performance of Implementation Services. Payment shall be based on service scope.

5.2. In addition to the charges set forth in Sections 5.1, Customer will pay all increase charges incurred by JAG & Associates as a result of change orders agreed to and executed by Customer and JAG & Associates.

6. PAYMENT SCHEDULE

6.1. At the completion of the consulting and Implementation Services as outlined in Exhibit A of this Agreement, a System Acceptance Form, as shown in Exhibit E, is completed and signed by Customer. The System Acceptance Form signifies that all deliverables, **for the entire project**, identified in this Agreement as outlined in Exhibit A, have been completed and are accepted by the customer. Customer will pay JAG & Associates the total charges for the Implementation Services completed.

For Implementation Services broken into multiple project phases, a Phase Acceptance Form, as shown in Exhibit F, is completed and signed by Customer. A Phase Acceptance Form signifies that all deliverables, **for a specified phase**, identified in this Agreement as outlined in Exhibit A, have been completed and are accepted by the customer. Customer will pay JAG & Associates the percentage of the total charges that corresponds with the percentage of Implementation Services completed in a specific phase.

JAG & Associates

MANAGED PROJECT IMPLEMENTATION AND CONSULTING AGREEMENT

A Sign-Off Exceptions Form, as shown in Exhibit G, may be used in conjunction with the System or Phase Acceptance Forms to document any issues remaining at the end of a project that the Customer expects to have corrected but aren't significant to withhold acceptance

...

JAG & Associates

MANAGED PROJECT IMPLEMENTATION AND CONSULTING AGREEMENT

6.2. JAG & Associates will mail the original invoice to Customer at the following address

___NationNet Communications Corporation___
___35 Carriage House Drive #3___
___Jackson, TN 38305___
Attention: Ralph Monroe

6.3. Each invoice shall be due and payable not later than thirty (30) days after its date of issuance

7. RIGHT OF INSPECTION

Customer reserves the right to make inspections during the performance of Implementation Services, provided that such inspections do not unreasonably interfere with JAG & Associates' performance of its obligations hereunder

8. DOCUMENTATION

Upon delivery of any Product to Customer, JAG & Associates will provide Customer with a complete set of Documentation. This comprehensive documentation package may include the following: network design summary, logical network design, rack elevation drawings, interconnection tables, baseline test results, configuration file contents, product inventory.

9. WARRANTY

9.1. JAG & Associates warrants that for thirty days after acceptance by Customer, the Implementation Services performed hereunder will conform to the specifications contained in the Statement of Work.

9.2. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, JAG & Associates DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON THE PRODUCTS AND IMPLEMENTATION SERVICES FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

10. TERM AND TERMINATION

10.1. The term of this Agreement shall commence on the effective date written above and, unless otherwise terminated as provided for herein, shall remain in full force and effect until the acceptance by Customer of the Implementation Services.

10.2. This Agreement may be terminated by either party if:

(i) The other party is in default of any provision of this Agreement and such default is not cured within thirty (30) days after written notice thereof is given; or

(ii) The other party becomes insolvent or seeks protection, voluntarily or involuntarily, under bankruptcy law.

10.3. In the event JAG & Associates terminates this Agreement due to Customer's default, JAG & Associates may:

JAG & Associates

MANAGED PROJECT IMPLEMENTATION AND CONSULTING AGREEMENT

- (i) Declare all amounts owed to JAG & Associates for performance of Installation Services hereunder to be immediately due and payable, and
- (ii) Enter Customer's premises and repossess all Products, supplies, consumables and other items supplied by JAG & Associates hereunder for which payment has not been received from Customer, and
- (iii) Cease performance of all Installation Services hereunder without liability to Customer

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first set forth above

JAG & Associates
(JAG)

By: *Wayne A. Green*
Name Wayne A. Green
Title Vice President Engineering
Effective Date: January 17, 2001

NationNet Communications Corporation
(Customer)

By: *Ralph Monroe*
Name: Ralph Monroe
Title: President

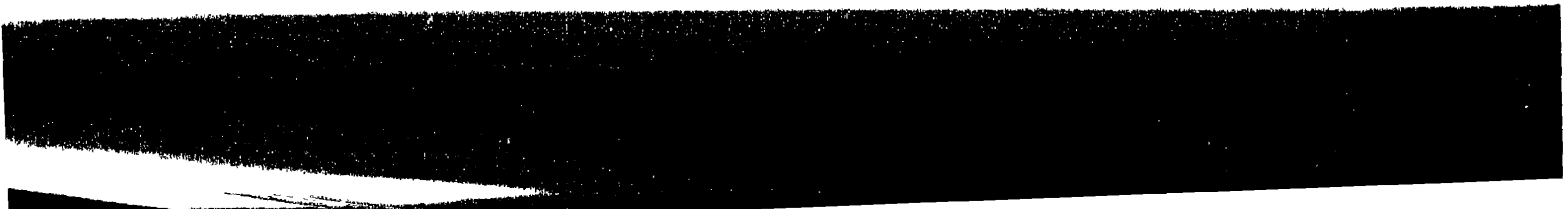


EXHIBIT A

STATEMENT OF WORK

JAG & Associates will provide consulting and implementation services for the installation, integration and configuration of competitive local exchange networks.

Methodology: JAG & Associates installation includes:

- ❖ Unpacking and inspecting the equipment at your site
- ❖ Placing the equipment in a designated rack
- ❖ Inserting and connecting system components
- ❖ Connecting switches to the network and customer-provided LAN/WAN connections
- ❖ Verifying firmware configuration and parameters
- ❖ Checking revision of operating system
- ❖ Performing appropriate diagnostics to verify proper operation
- ❖ Connecting console and cables
- ❖ Powering up equipment
- ❖ Loading system software
- ❖ Configuring network devices per design specifications, including setting up the customer IP address and administrative switch password(s)
- ❖ Testing and verifying basic network connectivity
- ❖ Connecting network closet connections to new equipment
- ❖ Obtaining your written sign-off upon completion of service

Installation specifically excludes detailed design assistance, formal test plan preparation and comprehensive documentation packages, which are covered under JAG & Associates *Managed Project Implementation*

Deliverables: A JAG & Associates Professional Services representative will install and integrate Marconi Communications hardware products, according to the specifications listed above, into your existing network. You will receive fundamental documentation including a network map with IP network addressing and NSAP prefix, as well as device configuration files

Installation

Duration: The time required for installation of Marconi Communications will be approximately 24 hours

Customer Requirements:

In order to facilitate the efficient and cost-effective implementation of your network, JAG & Associates requires the following delivery from you:

- Provide a telephone line (both within easy reach of equipment to be installed) along with the proper telephone number to allow remote access by JAG personnel during the installation.
- Provide a voice telephone line and number (near the installed equipment) for the installer to contact JAG.
- Provide a console password for use after the equipment is installed and configured.
- Provide an IP address and a subnet mask for the network interface (e.g., Switch Control Processor, Packet Engine, or Network Management Module) on each installed switch.
- Provide an IP address — other than that of the host on the network — connected to the installed equipment (to be used by project manager for testing network connections), as appropriate.

EXHIBIT A

STATEMENT OF WORK

- Provide and verify appropriate power requirements necessary to operate the equipment. Power outlets should be within three feet of the equipment to be installed.
- Verify all site environment specifications, as supplied by JAG, (including temperature, humidity, power and space) for the equipment.
- Verify interface specifications and requirements
- Verify all distance and interference limitations of interface cables to be used at the installation.
- Install and verify the operation of all external communications equipment not provided by JAG & Associates. External communications equipment includes, but may not be limited to, the following: LAN/WAN connections, channel service unit/digital service unit (CSU/DSU), media attachment unit (MAU), transceivers, modems, and any other external communications equipment related to the installation site.
- Verify the operation of all telephone circuits and T1/T3/OC-3c/OC-12c facilities not supplied by JAG & Associates, but required for the installation.

Testing, Certification and Acceptance:

- A. JAG & Associates Professional Services representative will test the Products. The acceptance tests are designed to determine the functional status of the Products. The tests will demonstrate that the performance of the Products meets all requirements as specified by the Customer. In accordance with the phased Implementation schedule, each primary site will be tested and accepted individually, with subsequent end-to-end testing and acceptance performed following completion of unit testing as determined by the Customer. All findings of the tests will be reported in writing to Customer within 30 days of completion of testing. The following tests will be performed:
1. Stand-alone Device Operation /Diagnostics
 2. Network Connectivity
 3. Failure Recovery Testing
- B. JAG & Associates Professional Services representative, in cooperation with Customer representatives, will develop an acceptance test document. This document will contain specific test procedures and expected results appropriate to demonstrate compliance with the Customer requirements. The tests will be mutually agreed-to and documented prior to the initiation of any test and certification activities.
- C. JAG & Associates Professional Services representative will certify that all Products are implemented in accordance with the criteria defined in the mutually agreed-to acceptance test document.

Network Cutover

- D. The primary site cutover and all subsequent cutovers will be performed as negotiated with the customer. The sequence of site transition will be as defined in the mutually negotiated master project schedule.

Documentation

JAG & Associates will provide, within thirty (30) days of network acceptance, documentation for the network. This documentation will include the following:

EXHIBIT A

STATEMENT OF WORK

Network Design Summary

As part of the detailed design process, JAG & Associates will develop a comprehensive network design report that describes, in narrative form, the design considerations, issues, trade-offs and ultimate decisions that led to the final implemented design. The design report breaks down the network design into a variety of areas appropriate to the customer network, and typically includes information on addressing choices, VLAN/ELAN layouts, explanations and descriptions of PNNI peer groups, and the protocol distribution within the network and how each was incorporated in the design.

Logical Network Diagram

A diagram or series of diagrams illustrating the logical interconnection of the devices in the network. Clearly evident on the diagram(s) applicable information on each device's network address (es), location reference designator, ELAN membership, and PNNI peer group membership (as appropriate)

Rack Elevation Drawings

A drawing detailing the placement and physical configuration of installed products in the racks within each telecommunications closet or equipment room. Illustration of existing devices and fiber and copper cable interconnection (patch) panels may also be included.

Interconnection Tables

Excel spreadsheets detailing the origination and termination point of all connections between installed products. Information will be broken down on a per-site, per-closet/ room basis and will include data to the device/port level.

Baseline Test Results

Copies of results of all network certification testing along with the test procedure as appropriate

Configuration File Contents

Printouts of the LECS CFG files and any other appropriate configuration data dumps from the installed products.

Product Inventory

Spreadsheet detailing on a per-site, per-rack basis of the model and serial numbers for each installed chassis and associated field-replaceable modules

ORIGINAL AND
FIVE COPIES
OF
TARIFF

01100-9-10-60

NATIONNET COMMUNICATIONS CORPORATION
NationNet Communications

FLORIDA LOCAL PRICE LIST (T)
First Revision Page 1 (T)
Cancels Original Page 1

LOCAL EXCHANGE SERVICE

NATIONNET COMMUNICATIONS CORPORATION
NATIONNET COMMUNICATIONS

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

COMPLETE PRICE LISTS CONTAINING ALL RATES FOR LOCAL EXCHANGE SERVICE WILL BE KEPT AT ALL TIMES IN THE COMPANY'S LOCAL BUSINESS OFFICE WHERE THEY WILL BE AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS. COPIES MAY BE OBTAINED AT REPRODUCTION COST.

ISSUE DATE: April 6, 2001

EFFECTIVE DATE: April 6, 2001

Ralph Monroe, President
35 Carriage House Drive
Jackson, TN 38305

LOCAL EXCHANGE SERVICE
CHECK SHEET

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1	First
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4.1	Twenty-Third *
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8	Third
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8.3	Second
8.4	Original
9	First
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18	First
19	First
20	First
21	First
22	First
23	First
24	First
25	First

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51	Second
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53	First
54	First
55	First
56	First
57	First

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81.2	Original
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84	First
85	Fifth
85.0.1	Fourth *
85.1	Fourth
85.2	Third *
86	First

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91	Second
92	Fourth
93	Third
94	Second
94.1	First
95	Second
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105	First
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106.5	Fourth
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107.1	Tenth *
107.1.1	Second
107.2	Fifth *
107.3	First
108	Fifth

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133	Second
134	Sixth *
134.1	First
135	Second
136	Second
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138	Third
139	Original
140	Second
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140.2	Original
141	First
141.1	Original
142	Tenth
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142.2	Original
143	Eighth
144	Seventh *
145	Second
146	Second
147	Original
148	Original
149	Original
150	Original
151	First
152	Second
153	Second
154	Sixth
155	Third *
156	Fourth
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LOCAL EXCHANGE SERVICE
EXPLANATION OF SYMBOLS AND ABBREVIATIONS USED IN THIS PRICE LIST

The following symbols shall be used in this Price List for the purpose indicated below:

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

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LOCAL EXCHANGE SERVICE

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of communications service by NationNet Communications Corporation, NationNet , to customers within the local exchange service area, defined herein. (T)
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LOCAL EXCHANGE SERVICE

SECTION 1- DEFINITIONS OF TERMS

Certain terms are used generally throughout this Price List are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit , non-verified account code.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Basic Service: Infinity Basic Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to place or receive calls to any calling Station in the Local Calling Area, as defined herein; access 911 Emergency Service; access the interexchange carrier selected by the Customer to interLATA, intraLATA, interstate or international calling; access Operator Services; access Directory Assistance for the local calling area; place calls to or receive calls from 800 telephone numbers; access Telecommunication Relay Service.

Business Service: A switched network service that provides for dialed Station communications that is described as a business or commercial rate. A Business Customer is a telephone company subscriber whose use of such telephone service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use, and is therefore charged business rates.

Call Block: Feature which may be added to an exchange line which provides the Customer the ability to prevent incoming calls from up to six different telephone numbers. Callers on the line will hear an announcement informing them that their call has been blocked and will not be accepted by the called party.

Call Forwarding Busy Line: Automatically routes incoming calls to a designated answering point when the call line is busy.

Call Forwarding Busy Line (Customer Controlled): Enables the Customer to control Call Forwarding Busy Line, from the base station line, the activation and deactivation of the service by using dialing codes.

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Call Forwarding Don't Answer: Automatically routes incoming calls to be forwarded to a designated answering point when the call line does not answer within a pre-specified number of rings.

Call Forwarding Don't Answer (Customer Controlled): Enables the Customer to control Call Forwarding Don't Answer, from the base line station, by using dialing codes.

Call Forwarding Don't Answer-Ring Control: Enables the Customer to control the number of rings or seconds, depending on the specific technology involved, before incoming calls are routed to a designated answering point when the call line does not answer.

Call Forwarding Variable: Enables the user to transfer incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred.

Call Forwarding Variable-Remote Access: Enables the Customer to activate and deactivate Call Forwarding Variable remotely from any line/equipment capable of push button signaling rather than only from the base station line.

Call Forwarding Multipath: Enables a Customer who subscribes to Call Forwarding to specify the number of calling paths that will be forwarded to another telephone number. The total number of calling paths cannot exceed the number of lines/trunks in the forwarding hunting arrangement. In all cases, the number of call forwarding paths is dependent upon the terminating capability of the forward-to directory number. For the Call Forwarding Don't Answer feature, each call will be forwarded at the completion of each ring cycle.

Call Hold: Allows the User to dial an access code to place the current call on hold.

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Call Return: Enables a Customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The Customer can dial a code to request that the network place the call.

Call Saver: Provides users a series of voicemail services that can be added to any telephone line. Basic service for both Business and Residential customer include one mailbox. Extension service can be provisioned which provides service for up to four users.

Call Selector: Provides a distinctive ringing pattern for calls received from up to six different telephone numbers. By dialing an access code, the user can create a screening list of up to six telephone numbers. Calls received from all six of these numbers will receive the distinctive ringing pattern.

Call Tracing: Enables the user to initiate an automatic trace of the last call received. By dialing an access code , the network will record the calling number, time it was received and time the trace was activated.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back to the caller.

Call Waiting Deluxe: Call Waiting Deluxe includes functionality of the Call Waiting feature and provides several additional call options.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: NationNet Communications Corporation, NationNet or
"Company", an Delaware Corporation, which is the issuer of this Price List.

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Commission: Florida Public Service Commission.

Customer: The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's Price List regulations.

Denies Bill to Third Party: Provides for the automatic blocking of third number billing or collect billing to a customer's access line. (N)
(N)

Dial Pulse (DP): The pulse type employed by rotary Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Dual Service Charge: Supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time for nondesignated services only. The provision of dual service assures the customer continual service at both locations during the time of a move. This service is subject to the availability of facilities and technical limitations. Service will be limited to a maximum service period of thirty (30) days. A non-recurring charge, plus the applicable portion of the monthly rate on both lines during the period of service overlap, will apply regardless of the duration of that overlap.

Dual Tone Multi-Frequency: The pulse type employed by tone dial Station sets.

Hunting: Allows an incoming call to be redirected from a busy line in sequential order to the next idle line in a prearranged hunting group.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services. (M)

Local Calling: A completed call or telephonic communication between a calling Station within the local service area of the calling Station. (M)

*** The Definition of Terms: LATA and Local Calling, were previously located on Second Revision Page 14.**

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Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

Message Waiting: Enables the Customer to receive a stutter dialtone when there is a message waiting in their voice mail box.

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches , or between telephone switches and PBX/key systems.

Non-Published Listing: Listings that are not printed in directories nor available from Directory Assistance.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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Presubscription-2 (PIC-2): An arrangement whereby a Customer may select and designate to the Company any Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to NationNet's FCC Tariff No. 1.

(T)

Recurring Charges; The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Repeat Dialing: Automatically redials the last number the Customer attempted to call.

Residential Service: Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

RightRing I: Enables a user to have two telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line.

RightRing II: Enables a user to have three telephone numbers on a single physical line. Incoming calls are identified by a distinctive ringing pattern associated with each line.

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

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SECTION 1- DEFINITION OF TERMS (continued)

Service Order: The written request for local services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

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

Signature (Basic): Enables the Customer to view a display of the originating telephone number before answering an incoming telephone call.

Signature (Deluxe): Enables the Customer to view a display of the telephone number and name before answering an incoming telephone call.

Signature (Enhanced): Enables the Customer engaged on a telephone call, with optional hardware on their premise, to view a display of the originating telephone number before answering the incoming call waiting signal.

Speed Calling: Enables a User to call a 7- or 10-digit telephone number by dialing an abbreviated code. The arrangement available has an eight (8-code) and thirty (30-code) number capacity.

Station: Telephone equipment from or to which calls are placed.

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SECTION 1- DEFINITION OF TERMS (continued)

Telecommunications Services: Long distance, local and private line data/internet services.

Three Way Calling: Enables a Customer to put an existing call on hold and place a second call to be added to the connection.

Trunk: A communications path connecting two switching systems in a network, used on the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this Price List.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Florida under the terms of this Price List. The Company is responsible under this Price List only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, beginning on and including the day following the establishment of service, and shall continue to be provided until canceled by the Residential Customer. Business Customers shall continue to be provided service until canceled by the Customer in writing 30 days prior to the cancellation of service. Unless otherwise specified herein for the purpose of computing charges in this Price List, a month is considered to have 30 days. All calculations of dates set forth in this Price List shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company(continued)

2.1.3 Terms and Conditions (continued)

- 2.1.3.4** This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- 2.1.3.5** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.6** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

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

2.1.4 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise to ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Company Facilities and Hazardous or Inaccessible Locations

- C. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the customer, subject to specifications, or in accordance with the rates, terms and conditions of this Price List.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company

2.1.5.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption , delay, or errors, or of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.5.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Price List. The Company's liability, if any, with regard to delayed installation of Company's facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation, (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this Price List, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company

2.1.5.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: Acts of God, fire, flood, explosion, or other catastrophes; and law, order, regulation, direction, action or request of the United States governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights of way materials; or strikes, lockouts, work stoppages, or other labor difficulties.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for with the services the Company offers; (b) for the acts or omissions of common carriers or warehousemen.

2.1.5.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.5.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.7 The Company shall not be liable for any defacement to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.5.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.1, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this Price List, including: claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this Price List.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.9 The entire liability of the Company for any claim, loss , damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more that one year after the service is rendered.

2.1.5.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.5.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to, or death of, any person(s), or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, right of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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SECTION 2 - REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.14 The Company's liability arising from errors or omissions of listings or directory assistance records is limited to the amount charged to the customer for the listings. If the listings or service was provided at no charge to the Customer, then the Company's liability is limited to \$1.00. (C)

2.1.5.15 In conjunction with a non-published telephone number, as described in Section 3.8, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number to such telephone, but will not be liable should such number be divulged. (C)

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.16 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.8, the Customer shall indemnify and save the Company harmless against all claims that arise from either party to the interrupted call or any person.

2.1.5.17 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5.18 With respect to Emergency Number 911 Service:

(a) This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors, or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.19 Errors or Damages Caused by System Date Limitation (N)

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

(N)

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Liability of the Company (continued)

2.1.5.19 Errors or Damages Caused by System Date Limitation (N)

The Company's liability for errors or damages resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

(N)

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SECTION 2-REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.9 Non-Routine Installation

The rates and charges specified in this Price List contemplate that all work in connection with furnishing or rearranging will be performed during regular working hours. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in the usual locations. In such cases, charges based on cost of the labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.2 Prohibited Uses

- 22.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 2- REGULATIONS (continued)

2.2 Prohibited Uses (continued)

2.2.3 Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:

1. Access services provided pursuant to interstate or intrastate access services Price Lists the Company issues or concurs in.
2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or Customers.

The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any authorized users and regardless of whether such authorized users have paid the Customer for their share of the Company's charges.

2.2.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purposes. Service will be discontinued, after proper written notice. If any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.

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SECTION 2- REGULATIONS (continued)

2.2 Prohibited Uses (continued)

2.2.4 Unlawful, Abusive, or Fraudulent Use of Service (continued)

- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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SECTION 2- REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Price List;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by Company, Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain proper operating environment of such premises, facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for indemnifying , monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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SECTION 2- REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduct necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting any order for service.

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for indemnifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2- REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 The Customer shall be responsible for: (continued)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights of way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the Customer. No allowances for interruptions in service will be made for the period during which services is interrupted for such purposes.

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SECTION 2- REGULATIONS (continued)

2.4 Claims

2.4.1 With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the Customer, to the extent caused by or resulting from the negligence or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this Price List.

2.5 Transfer, Assignment, or Supersedure of Service

Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement which is subject to the provisions of this Price List.

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SECTION 2- REGULATIONS (continued)

2.6 Customer Equipment and Channels

2.6.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.6.2 Station Equipment

2.6.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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SECTION 2- REGULATIONS (continued)

2.6 Customer Equipment and Channels (continued)

2.6.2 Station Equipment (continued)

2.6.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.6.3 Interconnection of Facilities

2.6.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.6.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections.

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SECTION 2- REGULATIONS (continued)

2.6 Customer Equipment and Channels (continued)

2.6.3 Interconnection of Facilities (continued)

2.6.3.3 Facilities furnished under the Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List.

2.6.3.4 No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Price List. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premise because of the use of such attachments or connections.

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SECTION 2- REGULATIONS (continued)

2.6 Customer Equipment and Channels (continued)

2.6.4 Inspections

2.6.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and Customer is complying with requirements set forth in section 2.6.2.2 for installations, operations, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.6.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

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SECTION 2- REGULATIONS (continued)

2.6 Customer Equipment and Channels (continued)

2.6.4 Inspections (continued)

2.6.4.3 The Company will, upon a request from the Customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

4.7 Refusal of Service

The Company may refuse to serve an applicant for any one (1) of the following reasons:

- a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given;
- b. the Applicant is indebted to any utility Company for the same or similar kind of service as that applied for;
- c. for refusal to make a deposit if the Applicant is required to make a deposit under the requirements outlined in this Price List;
- d. for unavailability of Company facilities;
- e. the applicant fails to satisfy a Company defined credit worthiness test;
- f. failure to pay for merchandise or charges for nonutility service purchased from the Company;
- g. failure to pay the bill of another Customer at the same address.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements

2.8.1 Payment for Service

2.8.1.1 The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Non-Recurring Charge is specific, those charges may be passed on to the Customer.

2.8.1.2 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, including franchise and license fees (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdiction.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.1 Payment for Service (continued)

2.8.1.3 Other Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. In addition, the Company will itemize the following charges, including but not limited to, Telecommunications Relay Service, Universal Service Charges, Primary Interexchange Charges, Transport Interconnection Charges, Residual Interconnection charges, E911, subscriber line charges and compensation to payphone service providers for the use of their payphones to access the Company's services.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.2 Billing and Collection of Charges

Billing will be rendered monthly to Customer.

2.8.2.1 The Company shall be entitled to require an applicant or Customer to pay all its bills within a specified period of time and to make such payments in cash or the equivalent of cash.

2.8.2.2 All service, installation, monthly recurring, and non-recurring charges are due and payable and shall be considered delinquent if not paid within 20 days after the due date, which is the day payments is to be received by the Company.

2.8.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which such service is provided.

2.8.2.4 For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.

2.8.2.5 Amounts not paid within 20 days after the date of invoice will be considered past due. Interest will be charged on any amount unpaid after 20 days of billing date at a monthly rate of 1 1/2%.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.2 Billing and Collection of Charges (continued)

2.8.2.6 A check return charge not to exceed \$25.00 or 5%, whichever is lower, per check or draft will be assessed for checks or drafts written on accounts with insufficient funds or on non-existing accounts.

2.8.2.7 "Receipt" as used herein shall be deemed completed after the expiration of five (5) days after mailing.

2.8.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules of procedure.

2.8.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.3 Disputed Bills (continued)

2.8.3.2 The Company shall keep a record of all complaints which shall show the name and address of the complainant the date and the nature of the complaint, and the adjustment or disposition thereof, for a period of two (2) years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

2.8.4 Adjustment of Charges for Overbilling and Underbilling

If billings for telecommunications service are found to differ from the Company's lawful rates for the services purchased by the Customer, or if the Company fails to bill the Customer for such services, a billing adjustment shall be calculated by the Company.

The backbilling for both overcharges and undercharges to the Customer shall not exceed six (6) months.

If such undercharges are one hundred dollars (\$100.00) or more, the Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.4 Advance Payments

To safeguard its interests, the Company may require a non-residential Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges (if any) for a period to be set by the Company and the non-residential Customer. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Price List are otherwise applicable.

The Advance Payment will be credited to the non-residential Customer's initial bill. An Advance Payment may be required in addition to a deposit. Advance Payments shall accrue interest at a rate no higher than that established by the State Commission, said interest to be refunded to Customer with the Advance Payment in the event the Advanced Payment is not applied toward payment of any amounts due the Company from Customer.

2.8.6 Deposits

2.8.6.1 The Company, upon initiation or reinitiation of service, may require a cash deposit from a prospective customer, a presently disconnected customer, or a former customer for the purpose of guaranteeing final payment for service when in the judgment of the Company, such deposit is necessary.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.6 Deposits (continued)

2.8.6.1 (continued)

The Company may require such deposit prior to providing service or require deposit payment by separate bill or coincident with or included in the first monthly billing. The Company reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request. Such required deposit shall not exceed the amount of an estimated bill for two regular billing periods or in the case of a customer whose bills are payable in advance, it shall not exceed an estimated bill for one regular billing period, plus two months estimated toll. The Company shall pay interest on deposits at a rate no higher than that established by the State Commission.

Such interest shall accrue annually, and, if requested, shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following accrual dated. Additionally, the Company may require, upon five (5) days' written notice, a deposit, as stated hereinabove, from a Customer whose account is not in good standing, from a Customer whose deposit has been refunded or found to be inadequate, or if a Customer's usage increases sufficiently to warrant an additional deposit.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.6 Deposits (continued)

2.8.6.2 An additional deposit may be required from a telephone customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available. If toll restriction is not available, local service may be denied if the deposit requirement is not met.

2.8.6.3 The Company will not hold a Residential Customer's deposit beyond December following 24 months of deposit retention, if such account is considered in good standing by the Company. At this time, Residential Customers whose deposits have been held by the Company shall have their deposit and accrued interest refunded by the Company crediting such customer's December billing. At the Company's option and provided that a Business Customer is in good standing, the Company may credit or refund the deposit and accrued interest at any time.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6.1 The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

2.1.7 Ownership of Facilities

Service and facilities furnished by the Company on the premises of a Customer or authorized user are the property of the Company, its agents or contractors, and are provided upon the condition that such service and facilities, except as expressly provided in this Price List, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install , to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.8 Provision of Equipment and Facilities

2.1.8.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer.

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.8 Provision of Equipment and Facilities (continued)

2.1.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.

2.1.8.3 Equipment the Company provided or installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided.

2.1.8.4 The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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SECTION 2- REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.8 Provisions of Equipment and Facilities (continued)

2.1.8.4 (continued)

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.6 Deposits (continued)

2.8.6.4 Customers may obtain deposit refunds prior to the mandatory refund date by either:

1. Application to and approval by the Company. Barring that a Customer's circumstances is other than in good standing, the Company may refund the deposit and accrued interest.
2. Upon final discontinuance of service, the Company shall apply such deposit with accrued interest thereon to any amounts due by the Customer for service. If any balance is due the Customer, same shall be refunded to the Customer by the Company.

2.8.6.5 A deposit may be required in addition to an advance payment.

2.8.6.6 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.7 Records of Deposits

1. The Company will keep records to show:
 - a. the name and address of each depositor;
 - b. the amount and date of the deposit; and
 - c. each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for four (4) years, during which time the Company will make a reasonable effort to return the deposit.

2.8.8 Discontinuance of Service

- 2.8.8.1** Upon non-payment of any regulated amounts owed to the Company that are 30 days past due, the Company may, by giving five days' prior written notice, discontinuance service without incurring any liability.
- 2.8.8.2** If the Company has not received full payment for services rendered within 35 days after rendition of bill, upon written notification to the Customer, the Company may discontinue service without incurring any liability.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

- 2.8.8.1** Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
- 2.8.8.2** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.8.8.3** Upon the Customer's abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability or require an additional deposit as permitted by law as security for future payment of service.
- 2.8.8.4** Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

2.8.8.5 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.8.8.5.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services. The Company may discontinue service pursuant to this subsection 2.8.8.5.1 (a-f) in the event:

- (a) If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, past or current use of common carrier communications services or its planned use of service(s); or
- (b) If the Customer provides false information to the Company regarding the Customer's identify, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of Company's service(s); or

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

2.8.8.5 The Company may discontinue the furnishings of any and/or all service(s) to a Customer without incurring any liability.

2.8.8.5.1 The Company may discontinue service pursuant to this subsection 2.8.8.5.1(a-f) in the event:

- (c) The Customer has been given 5 days written notice by the Company regarding any regulated amount 30 days past due for any of the Company's regulated communications services to which the Customer either subscribes or has subscribed to use; or

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

2.8.8.5 The Company may discontinue the furnishing of any and/or all service(s) to a Customer without incurring any liability:

- (d) The Customer may discontinue service pursuant to this subsection 2.8.8.5.1(a-f) in the event:
 - (d1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this Price List; or
 - (d2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability if:

- (e) The Customer uses service in such a manner as to interfere with the services of other Users; or
- (f) The Customer uses service for unlawful purposes.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

2.8.8.5 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.8.8.5.2 Upon five (5) days written notice to the Customer, for any regulated sum thirty (30) days past due;

2.8.8.5.3 Five (5) days after sending the Customer written notice of noncompliance with any provision of this Price List if the noncompliance is not corrected within five (5) day period;
or

2.8.8.6 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.8.8.7 Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or equity or under any other provision of this Price List.

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SECTION 2- REGULATIONS (continued)

2.8 Payment Arrangements (continued)

2.8.8 Discontinuance of Service (continued)

2.8.8.8 If service is temporarily interrupted and is initiated by the Company and payment is not received within ten (10) days following the interruption , the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established , charges as described in Section 4 apply as for a new installation of service.

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SECTION 2- REGULATIONS (continued)

2.9 Allowances for Interruptions in Service

The following provisions shall apply to all service, except, with respect to the service, to the extent, if any, inconsistent with the Commission's regulations, shall in any event apply to residential service.

2.9.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro-rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Price List.

If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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SECTION 2- REGULATIONS (continued)

2.9 Allowances for Interruptions in Service (continued)

2.9.1 Credit for Interruptions (continued)

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.902 Limitations on Allowances

No credit allowances will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;

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SECTION 2- REGULATIONS (continued)

2.9 Allowances for Interruptions in Service (continued)

2.9.2 Limitations on Allowances (continued)

No credit allowances will be made for:

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.10 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period a service is interrupted, the Customer must pay the rates and charges contained in the Price List for the alternative services used.

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SECTION 2- REGULATIONS (continued)

2.11 Customer Requested Suspension of Services

- 2.11.1** Temporary service suspension can be provided for any period of time up to nine months with a minimum period of one month. The service shall be subject to one half the rate plus other charges relative to the provisioning of telephone service.
- 2.11.2** The charge may be collected in advance for the total suspension period.
- 2.11.3** There will be no reduction in the charge for the provisioning of foreign central office, or foreign exchange line mileage.
- 2.11.4** This section is not applicable to service that is under special contract arrangements for a specified time period.
- 2.11.5** All services that are temporarily suspended will be placed on intercept for a recorded announcement or subscribers can have the call forwarded.

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SECTION 2- REGULATIONS (continued)

2.12 Cancellation of Service

2.12.1 General

Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges , and all charges other levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described in 2.12.1 will be calculated and applied on a case-by-case basis.

When a Customer requests a change in location in all or part of the facilities covered by the application for service, or additions, rearrangements or modifications of existing service prior to completion of the work involved the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

If the Customer's service has been terminated, the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable service charges.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.4.1 NationNet MegaHub

(D)

MegaHub allows the Customer to interconnect via Primary Rate Interface (PRI) with the Company network. A mega-hub is a single point of presence on the Company network which gives the Customer virtual POP's in cities which sub-tend the Company's switches. Installation charges may be waived for the initial installation at the discretion of the Company. Subsequent installation charges will apply to PRI's and/or T-1's. Monthly Recurring Charges do not include any additional federal or state taxes, access charges, or other miscellaneous mandated fees which will be applied in accordance with federal, state, or local laws and will be charged to the Customer. Recurring Charges are billed monthly, in advance.

(D) This material has been deleted because NationNet MegaHub is not an infinity service.

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SECTION 3- SERVICE (continued)

(D)

3.4.2 Unity Service

Current long distance Customers of the Company who have a T-1 may subscribe to this service which includes flat rate rates for local origination and termination of calls, hunting, and one telephone number assigned to each trunk group. Remote call forwarding with 12 paths will be provided to facilitate the migration to the new telephone number from the Customer's existing telephone number. Optional overflow protection can be provided for handling calls received when all 24 circuits are in use. Credit is not given for channels removed from this hunting arrangement or deactivated. This product will also allow the addition of DID service on a per circuit basis, additional trunk groups to be established and additional remote call forwarding paths added to secondary trunk groups. There is a charge per T-1 and a charge for each additional local telephone number for each trunk group. Additional monthly recurring and installation charges apply as described in Section 4. The installation charge for establishment of DID telephone numbers includes an unlimited number of DID telephone numbers established at the same time on the same order. Section 28.1.3, which include, but not limited to TRS, E911, subscriber line charges and applicable taxes. Service is available wherever NNX codes have been activated by NationNet. Expanded Calling Service is also provided for an additional cost.

(D) This material has been deleted because Unity is not an Infinity service.

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SECTION 3- SERVICE (continued)

3.4.3 Unity Plus Service

(D)

This product allows the Customer to have two-way DID service on their T-1 loops. This allows existing T-1 Customers to have flat rate local origination and direct incoming identification of calls. This service requires the establishment of blocks of telephone numbers which will be outpulsed through the T-1 channels to the Customer's premise equipment to identify the particular called party. This service includes hunting for all 24 channels. Credit is not given for channels removed from this hunting arrangement or deactivated. Call forwarding from existing telephone numbers and paths can be tailored to the Customer's request. This DID service is subject to the availability of facilities and numbers for a Customer request. Monthly recurring and installation charges apply. Installation charges for DID telephone numbers includes an unlimited number of DID numbers established at the same time on the same order. Expanded Calling Service is also provided for an additional cost.

(D) This material has been deleted because Unity Plus is not an Infinity service.

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SECTION 3- SERVICE (continued)

3.4.4 Digital Line Service

(D)

This product allows existing T-1 Customers to have flat rate local origination and termination of their business lines on a per circuit basis. Hunting is included at no charge for each circuit ordered. Establishment of trunk groups on the T-1 will incur a service charge for the first and each additional group set up.

(D) This material has been deleted because Digital Line is not an Infinity service.

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SECTION 3- SERVICE (continued)

3.4.5 Imageline

(D)

This service is designed for customers requiring local telephone numbers in cities remote from their location. This is a virtual one-way FX product whereby no dedicated circuit connections are utilized to transport the call from the originating city to the terminating city. Shared switched facilities networking are used for this transport.

This product requires the customer to have dedicated facilities on the terminating end of the FX numbers and local service must be offered by NationNet in the cities where the FX circuit is to originate. In the originating city, a local telephone number is assigned for use as an FX circuit. The customer can determine the traffic volume by purchasing additional network paths.

Pricing for this service will consist of 2 rate elements, the originating FX number and/or additional paths. These numbers/paths will be assessed in the appropriate Subscriber Line Charge, TDY, 911, and any other surcharges based on the originating location rate. The second element in this service is the usage charge.

(D) This material has been deleted because Imageline is not an Infinity service.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.5 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Notice will be provided pursuant to Commission Rules and Regulations.

3.5.1 Current Promotions (N)

New and existing customers adding business lines with NationNet's Infinity service can get one free CLASS feature from a dozen to choose from for any lines ordered January 27, 2001 to April 30, 2001. (N)

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SECTION 2- REGULATIONS (continued)

2.13.5 Service Charge Exceptions (continued)

- (j) When a customer's request is provided in accordance with the service waivers listed in 2.13.5 (a)-(d) preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver order.
- (k) Service Charges for connection, moves or changes do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

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SECTION 2- REGULATIONS (continued)

2.14 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights to duties in connection with the services and facilities provided by the Company without written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger, or reorganization of the Company.

2.15 Notices and Communications

2.15.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.15.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications except that Company may designate a separate address on each bill for service which the Customer shall mail payment on that bill.

2.15.3 All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by Addressee, whichever occurs first.

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LOCAL EXCHANGE SERVICE

SECTION 2- REGULATIONS (continued)

2.15 Notices and Communications (continued)

2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 Concurrents

The Company concurs with BellSouth's Florida General Subscriber Services Price List as follows:

2.16.1 Rules, regulations, rates and charges for Area Calling Service (Section A3.3).

2.16.2 No conditions or exceptions to this concurrence apply at this time.

2.16.3 This concurrence shall become effective March 2, 1998 and any successive issues of BellSouth's Florida General Subscriber Services Price List shall apply and be limited to the rules, regulations, rates and charges regarding Area Calling Service (Section A3.3), as approved by the Florida Public Service Commission, until this concurrence is revoked or canceled. In addition, the Company hereby expressly reserves the right to cancel this statement of concurrence at the time when it appears that such cancellation is in the best interest of the Company, subject to the jurisdiction of the Florida PSC.

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SECTION 2- REGULATIONS (continued)

2.17 BusinessSaver Cancellation Fee

2.17.1 This one-time disconnection fee allows the Company, upon receipt of a written, signed LOA, to cancel a Customer's existing 12 or 24 month term with another carrier so a Customer may choose the Company as their service provider.

2.18 Temporary Number Portability

The Company shall provide two (2) way temporary number portability for Customers pursuant to any regulations issued by the FCC or the Florida Public Service Commission. The Company will allow, as long as it is technically feasible, for Customers with BellSouth or other LEC telephone numbers which were assigned within the Company's local calling scope to be retained by the Customer when they receive Company service. Such temporary number portability will be accomplished via call forwarding performed at the switch. Customers should note that certain features such as Voice Mail, Caller ID and Calling Name and Number ID may not function properly with temporary Number Portability.

2.19 Telecommunications Relay Service (TRS)

Permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones, The Company concurs with the TRS rates, rules and regulations filed with the Commission.

2.19.1 Restrictions

The following calls may not be placed through the Florida Relay Center:
Calls to 976, 900 or 700 numbers, Calls to time or weather recorded numbers,
Calls to other informational recordings, Station sent paid calls from coin telephones, Operator handled conference service and other teleconference calls.

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SECTION 2- REGULATIONS (continued)

2.20 Individual Case Basis (ICB) Arrangements (M)

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by Customers to the Company, for proposals or for competitive bids. Service offered under this Price List provision will be provided to the Customer pursuant to contract and subject to the Commission's rules and regulations. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Price List. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

(M)

[This language originally appeared on page 103 of this tariff]

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SECTION 2- REGULATIONS (continued)

2.21 Validation of Credit

(N)

NationNet reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Credit shall be deemed established if:

- The applicant demonstrates that he is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references which may be quickly and inexpensively checked by the Company.
- The applicant has been a customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which a bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty per centum of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired; or
- The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in a specified amount not to exceed the amount of the cash deposit prescribed in section 2.8.6 of this tariff.
- An applicant for service who previously has been a customer of the Company and whose service has been discontinued by the Company during the last twelve billings of that prior service because of nonpayment of bills, may be required to reestablish credit in accordance with section 2.8.6; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.

(N)

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS

3.1 Service Elements

3.1.1 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are rounded up to next six second increment.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.1.2 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.1 Service Elements (continued)

3.1.2 Time Periods Defined (continued)

Holidays include Christmas Day, New Year's Day, Thanksgiving Day,
Independence Day, and Labor Day.

All times refer to local time.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Basic Service

Infinity Basic Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local Calling Area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, IntraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place calls to or receive calls from 800 telephone numbers;
- access Telecommunication Relay Service.

3.2.1 Service Area: Where facilities are available, the service area is defined by the following:

3.2.1.1 Local Calling Areas: Exchanges and zones served by the Company are the same as those served by BellSouth.

Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in areas pursuant to this or the BellSouth-Florida General Subscriber Services Price List, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Basic Service (continued)

3.2.1 Service Area: Where facilities are available, the service area is defined by the following: (continued)

3.2.1.1 Local Calling Areas: (continued)

unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

<u>Exchange</u>	<u>Additional Exchanges</u>	
Daytona Beach	Daytona Beach	
Ft. Lauderdale	Ft. Lauderdale, Coral Springs, Deerfield Beach, Hollywood, Pompano Beach	
Gainesville	Gainesville, Alachua , Archer, Bronson, Booker , Hawthorne, High Springs, Lake Butler , Melrose , Micanopy, Newberry, Trenton, Waldo	(N) (N)
Jacksonville	Baldwin, Callahan , Jacksonville, Jacksonville Beach, Julington, Maxville, Middleburg, Orange Park, Ponte Verde Beach, St. Johns, Yulee	(T)
Orlando	Apopka , Celebration , Clermont , East Orange, Groveland Lake Buena Vista , Monteverde , Oviedo, Reedy Creek Windermere , Winter Garden , Winter Park , Groveland	(T) (T)

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Basic Service (continued)

3.2.1.1 Local Calling Areas: (continued)

<u>Exchange</u>	<u>Additional Exchanges</u>
Panama City	Panama City, Lynn Haven, Panama City Beach, Tyndall AFB* , Wewahitchka* , Youngstown-Fountain
Pensacola	Pensacola, Cantonmont, Century* , Gulf Breeze Holly-Navarre, Jay, Milton, Molino* , Munson, Pace Walnut Hill*
West Palm Beach	Boynton Beach, Jupiter, West Palm Beach
Vero Beach	Vero Beach, Sebastian (N)

* The bold areas signify independent areas

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 **Infinity Basic Service (continued)**

3.2.1.2 **Extended local Calling Areas**

Facility Location

Daytona Beach

Extended Local Calling Area

Daytona Beach, DeLand, DeLeon
Springs, New Smyrna Beach

Gainesville

Gainesville, **Alachua**, Archer, Bronson (N)
Brooker, Hawthorne, **High Springs**, **Lake
Butler**, **Melrose**, Micanopy, Newberry,
Trenton, **Waldo** (N)

Ft. Lauderdale

Ft. Lauderdale, Coral Springs,
Deerfield Beach, Hollywood, Pompano
Beach, Boca Raton, Delray Beach,
North Dade, Miami

Jacksonville

Baldwin, **Callahan**, Jacksonville (T)
Jacksonville Beach, Julington, Maxville,
Middleburg, Orange Park, Ponte, Verde
Beach, St. Johns, Yulee, Fernandina
Beach, St. Augustine, Fort George

Orlando

Orlando, **Apopka**, **Celebration**, **Clermont**,
East Orange, Groveland, **Lake Buena
Vista**, **Monteverde**, Oviedo, **Reedy Creek
Windermere**, **Winter Garden**, **Winter
Park**, Cocoa, Coco Beach Titusville,
Sanford, Geneva, Debary (T)
(M)

(M)

•**Extended local calling areas are available to all facilities-based customers.**

•**The bold areas signify independent areas**

(M) This material has been moved to Second Revision Page 85.2

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 **Infinity Basic Service (continued)**

3.2.1.2 **Extended Local Calling Areas Cont.**

Facility Location	Extended Local Calling Area
Panama City	Panama City, Lynn Haven, Panama City Beach, Tyndall AFB, Wewachitchka , Youngstown-Fountain, Chipley, Sunny Hills, Vernon
Pensacola	Pensacola, Cantonmont, Century , Gulf Breeze, Holly-Navarre, Jay, Milton, Molino, Munson, Pace, Walnut Hill
West Palm Beach	Belle Glade, Boynton Beach, Hobe Sound, Jenson Beach, Jupiter, Pahokee, Port St. Lucie, Stuart, West Palm Beach
Vero Beach	Vero Beach, Sebastian, Fort Pierce (N)

- **Extended local calling areas are available to all facilities-based customers.**
- **The bold areas signify independent areas**

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Basic Service (continued)

3.2.2 Infinity Basic Service

Infinity Basic Service will consist of an exchange line and all the associated equipment necessary to allow access to the telephone network to make and receive local and long distance calls. All necessary equipment to deliver the call to the Customer's site is included.

This calling service allows the Customer unlimited access to all other stations on the public switched network within the Customer's Basic Local Calling Area, i.e., the local calling area as specified in the Incumbent Local Exchange Carrier's Price List in effect and as amended from time to time in the future. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 4.

3.2.2.1 Area Calling Service: This calling service allows the Customer limited access to all other stations on the public switched telephone network with the Customer's Basic Local Calling Area. The Company will offer Area Calling Service as described in Section A3.3 of BellSouth's Florida General Subscriber Services Price List in effect and as amended from time to time. See Section 2.16 for further explanation of the regulations regarding Concurrences.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Basic Service (continued)

3.2.2 Infinity Basic Service (continued)

3.2.2.2 Standard Features: Each Infinity Customer is provided with the following standard features:

Touch Tone
Direct Outward Dialing

3.2.2.3 Optional Features: A local Business or Residential Customer may order the following optional features as an enhancement to Infinity Basic Service at the rates specified in Section 4.

Call Block
Call Forwarding Busy Line
Call Forwarding Busy Line (Customer Controlled)
Call Forwarding Don't Answer
Call Forwarding Don't Answer (Ring Control)
Call Forwarding Don't Answer (Customer Controlled)
Call Forwarding Multipath
Call Forwarding Variable
Call Forwarding Variable-Remote Access
Call Hold
Call Return
Call Saver (Basic)
Call Saver (Extension)
Call Selector
Call Tracing
Call Waiting
Call Waiting Deluxe

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.2 Infinity Service (continued)

3.2.2 Infinity Basic Service (continued)

3.2.2.3 Optional Features (continued)

Hunting
Message Waiting
Repeat Dialing
RightRing (I and II)
Signature (Basic, Deluxe, or Enhanced)
Speed Calling (8-digit code or 30 digit code)
Three-Way Conference/Consultation Hold/Call Transfer

Some features may be available on a per-use basis. The Company offers those Features on a per-use basis described in BellSouth's Price List Section A13.

*** All features are subject to availability and some feature interactions prohibit their simultaneous use.**

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.3 Local Trunk

This service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local Trunks are provided for connection to Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Local Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Local Trunks.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.3.1 Local Trunk with Managed Service (N)

This service provides a Customer with a single, voice-grade telephonic Communications channel that can be used to place or receive one call at a time. Each Local Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Local Trunks. A hardware and maintenance service contract known as Realm² must be purchased in conjunction with this service.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.4 Infinity Basic Business Service

Customers who subscribe to two of the Company's telecommunications services receive a 3% discount on their monthly local service bill. Customers who subscribe to three of the Company's telecommunications services receive a 5% discount on monthly local service bill.

In addition, term discounts are available to Customers who choose to enter into a term agreement for a period of 12, 24, or 36 months. Discounts available to the Customer for the term periods listed are 5%, 7%, and 10% respectively, of their total monthly usage. The term begins when the Customer's first usage occurs, rather than on the "signed" date of the term agreement. The Customer may discontinue service by written notice to the Company within the first 90 days of the term without incurring a "Discontinuance Charge". However, upon cancellation during the first 90 days of the term, the Customer will be responsible for payment of all accrued charges for usage plus the total of all waived installation charges, any incentives received during the term, and non-waived installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees. All Customer notices of discontinuance becoming effective. If a Customer who has entered into a term agreement terminates the agreement before the expiration of the term, and after the initial 90 day period of the term, in addition to all accrued charges for usage, a "Discontinuance Charge" will be charged to the Customer. The "Discontinuance Charge" consists of charges for three months of local service, plus all waived installation charges, any incentives received during the term, non-waivable installation charges which include, but are not limited to engineering fees, expedite fees, and carrier and local exchange service order fees.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.12

(M)

(M)

[The language that originally appeared in this section, has been moved to Section 2 of this tariff]

3.13 Customized Code Restrictions (CCR)

3.13.1 General Regulations

- (a) Customized Code Restriction is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted and is available to basic exchange customers with Individual Line Residence or Business Service or PBX Trunks, in either flat, message or measured rate services.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.13 Customized Code Restrictions (CCR) (continued)

3.13.1 General Regulations (continued)

- (b) Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/trunk or group of lines/trunks.
- (c) CCR is furnished only from central offices equipped to provide this service and where facilities permit.
- (d) When CCR is provided from central offices other than the customer's normal serving central office, Foreign Central Office or Foreign Exchange charges, whichever is appropriate, will apply to all lines/trunks equipped with this service.
- (e) CCR does not provide restriction of non-chargeable calls to Company numbers, such as Customer Service, Public Emergency Service numbers (911), or 1-800 calling.
- (f) Subscribing to CCR does not relieve customers of responsibility for calls charged to their numbers.
- (g) Customers who subscribe to CCR options which restrict operator access are required to place Company-provided stickers on each restricted telephone indicating operator cannot be reached. In addition, it is the responsibility of the customer to notify all users of their service that an operator cannot be reached.

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LOCAL EXCHANGE SERVICE

SECTION 2-REGULATIONS (continued)

2.12 Cancellation of Service (continued)

2.12.1 General (continued)

At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for non-payment of charges due and unpaid, or for the violation of the provisions of this Price List. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

2.12.2 Cancellation of Service by a Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, and all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus

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SECTION 2- REGULATIONS (continued)

2.12 Cancellation of Service (continued)

2.12.2 Cancellation of Service by a Customer (continued)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order Price List for the balance of the then current term.

2.12.3 Charges for Cancellation of Service

A nonrecurring charge as listed in Section 4 applies for line restoral after temporary interruption of service initiated by the Company or the Customer. If service is temporarily interrupted by the Company and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued at the request of the Customer and subsequently re-established, charges apply as for a new installation of service.

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SECTION 2- REGULATIONS (continued)

2.13.4 General Application of Service Charges

- (a) Service Charges may be required to be paid at the time of application for service.

2.13.1 Application of Line Connection Charges

- (a) The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces.
- (b) The Line Connection Charge First Occurrence is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- (c) On multiple line orders, the Line Connection Charge for each Additional Occurrence applies for each additional line ordered after the first line per customer request.
- (d) The Line Connection Charge applies for the connection of an exchange access line or trunk. The charge is applicable per exchange access line or trunk.

2.13.2 Application of Line Change Charges

- (a) The Line Change Charge First Occurrence is applicable if the customer is requesting change on only one line or for the first line if changes are being made on multiple lines.
- (b) On each multiple line request , the Line Change Charge Additional Occurrence applies for each additional line requested changed after the first line.

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SECTION 2- REGULATIONS (continued)

2.13.2 Application of Line Change Charges (continued)

- (c) If the Line Connection Charge First Occurrence applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Line Change Charge Additional Occurrence rate.
- (d) The Line Change Charge applies for each telephone number changed when requested by the customer.
- (e) The Line Change Charge applies for each line or trunk being restored after service is temporarily denied for nonpayment.
- (f) The Line Change Charge applies for each line or trunk being temporarily suspended at the request of the customer.
- (g) The Line Change Charge applies for establishing or changing call referrals to another number at the customer's request.
- (h) The Line Change Charge applies for changing from loop start to ground start and vice versa, for changing from a line
- (i) The Line Change Charge applies for changing from foreign central office service to home wire center and vice versa.

2.13.3 Application of Secondary Service Charges

- (a) The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- (b) The Secondary Service Charge will apply for adding or rearranging Optional Service Features as listed in Section 4 of this Price List.

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SECTION 2- REGULATIONS (continued)

2.13.3 Application of Secondary Service Charges (continued)

- (c) The Secondary Service Charge applies for transfers of responsibility.
- (d) The Secondary Service Charge applies for changing from residential to business service and vice versa. The business charge applies when changing to business and the residential charge applies when changing to residential. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge.
- (e) The Secondary Service Charge applies for rearrangement of drop wire, protector, and/or network interface. Charges for Service Calls may apply.
- (f) The Secondary Service Charge applies for installing a network interface jack at the customer's request on existing service. Charges for Service Calls may apply.
- (g) The Secondary Service Charge applies when changing a station number or installing a station line.

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SECTION 2- REGULATIONS (continued)

2.13.4 Application of Service Call Charges

- (a) The appropriate Line Connection Charge, Secondary Service Charge or Line Change Charge applies in addition to charges for Service Calls.
- (b) Charges for Service Calls apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of 15-minute increments to be billed, after the one hour minimum billing period. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional Company employee specifically requested.
- (c) Charges for Service Calls apply for , but not only to. rearrangement of drop wire, protector and/or network interface.
- (d) The charge for a network interface jack applies in addition to the appropriate Service Call Charges for installing a network interface at the customer's request on existing service.

2.13.5 Service Charge Exceptions

- (a) Service Charges do not apply for changing from a private or semiprivate listing to a listed number.
- (b) Service Charges do not apply for changing to and from flat, message or measured rate basic service. This includes changing from one usage service option to another. This does not include a change from residential service to business service or vice versa.

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SECTION 2- REGULATIONS (continued)

2.13.5 Service Charge Exceptions (continued)

- (c) Service Charges do not apply for changing the primary listing of a residential customer to the name of the remaining spouse in event of death or divorce of the spouse currently listed.
- (d) Service Charges do not apply for establishing Lifeline on existing residential service.
- (e) Service Charges do not apply for establishing toll credit cards.
- (f) Service Charges do not apply for full or partial disconnection.
- (g) Service Charges do not apply for moving from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc., when equivalent service is established, to the new/temporary location or for the move back into the original location.
- (h) Service Charges do not apply for changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
- (i) When a customer's request is provided in accordance with a promotional waiver, additional service is subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Service Calls may apply for additional service.

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (T)

- 4.1.3.2 Mileage-Extension Line: \$1.15 per 1/10th mile**
[AS OF THE EFFECTIVE DATE BELOW, THIS SERVICE IS
RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS
AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.
- 4.1.3.3 Mileage-Private Line Channel: \$1.44 per 1/10th mile**
[AS OF THE EFFECTIVE DATE BELOW, THIS SERVICE IS
RESERVED FOR CURRENTLY SUBSCRIBED CUSTOMERS
AND IS NO LONGER AVAILABLE TO NEW CUSTOMERS.
- 4.1.3.4 Private Line Local Channel \$15.15**
(used with Extension Service)
- 4.1.3.5 Extension station-off premises \$0.00**

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Ralph Monroe, President
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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (continued) (T)

4.1.4 Inside Wire Maintenance Monthly Recurring Charge:
\$5.00 per line in account

4.1.5 NationNet Communications MegaHub

Installation, per PRI or T-1 \$500.00

Minimum Maximum

Monthly Recurring Charge, per
PRI or T-1 \$500.00 \$1000.00

** Installation charges apply to PRI's and/or T-1's.

4.1.5.1 Selective Class of Call Screening

Per trunk \$3.30

Per line \$1.50

4.1.5.2 Local Number Portability Indicator \$0.00

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Ralph Monroe, President
35 Carriage House Drive
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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.6 Unity Service

A. Monthly Recurring Charges

Basic Unity Service Option	\$600.00, plus applicable T-1 charge
PRI ISDN and ANI Delivery	\$200.00
Each DID channel	\$24.00
Additional new telephone numbers	\$5.00
Per block of 2- telephone numbers	\$4.00
Each additional number or path forwarded	\$0.50

B. Installation Charges

Establishment of DID telephone numbers	\$480.00
Service connection fee applied For participating local trunk group	\$50.00

C. Expanded Calling Service \$240.00 (N)

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.7 Unity Plus Service

A. Monthly Recurring Charges

Basic Unity Plus Service Option	\$1050.00, plus applicable T-1 charge
PRI ISDN and ANI Delivery	\$200.00
Per block of 20 telephone numbers	\$4.00
Each additional number or path forwarded	\$0.50

B. Installation Charges

Establishment of DID telephone numbers	\$480.00
Service connection fee applied for partitioning local trunk group	\$50.00

C. Expanded Calling Service	240.00	(N)
------------------------------------	--------	-----

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35 Carriage House Drive
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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued) (T)

4.1.8 Digital Line Service

A. Monthly Recurring Charges

Local Service \$28.60

Each number or path
forwarded \$0.50

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued) (T)

4.1.8.1 Imageline

The originating FX number will be priced at \$35 per number
and/or additional path.

All usage to a dedicated facility will be terminated for \$ 0.25 per minute

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Business Rate Schedules (continued) (T)

4.1.8.2 Secretarial Line Service

	<u>RATE</u>
A. Secretarial Line Channel Where the client is directly connected to the telephone answering firm. Interoffice channel, including channel terminals measured between the client's wire center and the wire center of the telephone answering firm. Charge applies per channel.	\$2.70
B. Secretarial Interoffice Channel Mileage per 1/4 mile	\$2.70
C. Secretarial Line Connection	\$1.15
D. Secretarial Line Channel Mileage Between terminations located in different exchanges within the same LATA. Where client is directly connected to the telephone answering service.) Per mile (1st 100 miles) Per mile (next 200 miles) Per mile (next 400 miles)	 \$4.05 \$2.75 \$2.40

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.3 Business Rate Schedules (continued)

(T)

4.1.8.2 Secretarial Line Service (continued)

	<u>RATE</u>
E. Secretarial Line Channel Termination Where the subscriber is in the same building as the telephone answering firm, between terminations located in the same serving wire center area.	N/C
Termination directly from the central office or through the answering service.	\$1.05
Where the client is directly connected to the telephone answering service, rate includes two terminations per interexchange channel.	\$4.70
When the central office where the concentrator is located is not the primary wire center, charge applies for the portion of the channel between the wire center where the concentrator is located and the primary wire center.	N/C
F. Interoffice Channel Mileage per 1/4 mile or Fraction Thereof Charge applies for the portion of the channel between the client's serving central office and the serving central office of the telephone answering service and for terminations located in different serving central office areas.	 \$2.70

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.4 Business Rate Schedules (continued)

4.1.8.3 Traffic Study Service

	<u>RATE</u>
A. Traffic Study	\$20.00
B. Traffic Study Service Charge	\$19.00

4.1.8.4 DUNE Service

	<u>RATE</u>
A. Local Channel	\$25.00
B. Hunting	\$0.00
C. Expanded Calling Service	\$10.00 (T)

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.9 Non-Recurring Charges:

		<u>First Occurrence</u>		<u>Each Additional Occurrence</u>	
Line Connection Charge		\$56.00		\$12.00	
Line/Account/Feature Charge	(T)	\$38.00		\$11.00	
	(D)		(D)		(D)
PIC Change Charge	(T)	\$1.50		\$1.50	
Line Restored Charge	(T)	\$48.00		\$11.00	
Suspension of Service Restoral Charge		\$48.00		\$11.00	
	(D)		(D)		(D)
Digital Extended Wiring	(N)	\$135.00 (N)		N/A	(N)
Analog Extended Wiring	(N)	\$60.00 (N)		N/A	(N)

4.1.10 Service Calls (per visit/1 hour minimum)

Bundled: \$55.00

Unbundled: \$75.00

4.1.11 BusinessSaver Cancellation Fee

Cancellation Fee for 12 month term \$10.00

Cancellation Fee for 24 month term \$25.00

4.1.12 Telecommunications Access System Act Surcharge:

\$0.08 per line

(D) This material has been removed due to consolidation of connection charges

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.13 Optional Features

RATE PER LINE

Block BusyConnect Activation	N/C	
Block Call Return Activation	N/C	
Block Name/Number Delivery Per Activation	\$ 0.00	
Block Name/Number Delivery	\$ 2.00	
Block Repeat Dialing Activation	N/C	
Block Three Way Call Activation	\$ 0.00	
Call Block	\$ 5.50	(I)
Call Forwarding-Busy Line	\$ 5.00	(I)
Call Forwarding-Busy Line (Customer Controlled)	\$ 8.00	(I)
Call Forwarding-Busy Line (Multipath)	\$ 4.75	(I)
Call Forwarding-Don't Answer	\$ 5.00	(I)
Call Forwarding-Don't Answer (Ring Control)	\$ 4.75	(I)
Call Forwarding-Don't Answer (Customer Controlled)	\$ 8.00	(I)
Call Forwarding-Don't Answer (Multipath)	\$ 4.75	(I)
Call Forwarding-Variable	\$ 5.50	(I)
Call Forwarding-Variable (Remote Access)	\$ 10.00	(I)
Call Forwarding-Variable (Multipath)	\$ 4.75	(I)
Call Return	\$ 6.50	(I)
CallSaver i & 2	\$13.95	
CallSaver (Basic)	\$ 4.95	
CallSaver (Extension)	\$10.95	
CallSaver Pager (Facilities-based)	\$ 9.95	
Call Selector	\$ 5.50	(I)
Call Tracing	\$ 7.00	(I)
Call Waiting	\$ 7.00	(I)
Custom Call Transfer	\$ 7.00	(I)
Hunting	\$10.00	
(SEE EXCEPTIONS ON THE FOLLOWING PAGE)		
Message Waiting	\$ 0.75	

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (continued)

4.1.13 Optional Features:

Hunting Business Exception Cities

Exception Localities	Rate
Archer, Debary, Deland, Ft. Pierce, Hawthorne, Jensen Beach, Lynn Haven, Micanopy, Newberry, Panama City, Panama City Beach, Titusville, Youngstown-Fountain	\$10.00 (I)
Baldwin, Jacksonville Beach, Julington, Jupiter, Maxville, Middleburg, Pont Vedra Beach, West Palm Beach	\$10.00 (I)
Belle Glade, Bunnell, Chiefland, Chipley, Fernandina Beach, Flagler Beach, Jay, Pahokee, Palm Coast, Sunny Hills, Vernon	\$10.00 (I)
Boca Raton, Boynton Beach, Coral Springs, Deerfield Beach, East Orange, Fort Lauderdale, Hollywood, Jacksonville, Miami, North Dade, Orlando, Oviedo, Pompano Beach, Saint Johns	\$10.00
Bronson, Trenton	\$10.00 (I)
Brooksville	\$10.00 (I)
Cantonment, Daytona Beach, Gainesville, Gulf Breeze, Hobe Sound, Holley Navarre, Milton, Munson, Pace, Pensacola, Port St. Lucie, Sebastian, Stuart	\$10.00 (I)
Cocoa, Cocoa Beach Geneva, Eau Gallie, Melbourne	\$10.00 (I)
DeLeon Springs, New Smyrna Beach, Oak Hill, Pierson, St. Augustine	\$10.00 (I)
Delray Beach, Lake Mary, Sanford, Yulee	\$10.00 (I)
Orange Park (M)	\$10.00 (I)

(M) This hunting exception locality has been moved because it has been placed into a new rate category.

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SECTION 4- RATES

4.1 Business Rate Schedules (continued)

4.1.13 Optional Features Cont.:

(M)

(M)

(M) The material that originally appeared on this page has been moved to Fourth Revision Page 113.1 and has been re-formatted to fit into a single table.

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedule (continued)

4.1.13 Optional Features:

RATE PER LINE

Repeat Dialing	\$6.00 (I)
RightRing I	\$10.00 (I)
RightRing II	\$12.00 (I)
Signature (Basic)	\$11.00 (I)
Signature (Deluxe)	\$11.00
Signature (Enhanced)	\$17.00 (I)
Speed Calling - 6 Code	\$6.00 (I)
Speed Calling - 8 Code	\$5.00 (I)
Speed Calling - 30 Code	\$6.50 (I)
Surrogate Client Number(applies to CallSaver 1&2 and CallSaver Extension)	N/C
Three-Way Conference	\$5.50 (I)
Three-Way Conference/Call Transfer	\$7.00
Transfer Mailbox(applies to CallSaver 1&2 and CallSaver Extension)	N/C
Virtual Mailbox Number	\$1.00
Custom Code Restriction 1	\$5.00
Custom Code Restriction 2	\$5.00
Custom Code Restriction 3	\$5.00
Custom Code Restriction 4	N/C
Custom Code Restriction 6	N/C
Custom Code Restriction N	N/C
Custom Code Restriction B	\$5.00

Non-recurring charge for optional features: \$1.50 per use

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued) (T)

4.1.13 Optional Features (continued)

Purchasing multiple features on the same telephone number will entitle the Customer to the following discounts according to the feature plan purchased.

<u>FEATURE PLAN</u>	<u>RATE</u>	<u>FEATURE PLAN</u>	<u>RATE</u>
Signature PLUS	\$22.00	Call Saver PLUS	\$20.00
Call Block		Call Forwarding Don't Answer	
Call Forwarding Don't Answer		Call Saver Extension	
Call Waiting		Call Waiting	
Signature Deluxe		Message Waiting	
Three-Way Calling		Three-Way Calling	
RightRing PLUS	\$24.00	CallMover	\$10.00
Call Forwarding Don't Answer		Call Transfer	
Call Waiting		Call Waiting	
Repeat Dialing		Three-Way Calling	
RightRing II			
Three-Way Calling			
ManyCall	\$9.75	FastCall	\$10.00
Call Waiting		Call Transfer	
Call Forwarding Variable		Call Waiting	
Three-Way Calling		Speed Calling - 30	

* All features are subject to availability and some feature interactions prohibit their simultaneous use.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.23 DUNE Service

Current NationNet Long Distance customers who have a T-1 access (T)
alone are eligible to subscribe to DUNE Service which is a digital local service (T)
product that allows customers to purchase local service that is delivered to the
premise with a Digital DS-1 loop. Customers will pay for the DS-1 loop and
pay for each local channel. Hunting is given at no charge. Customers may
also purchase the CLASS features itemized in section 4.1.5 of this tariff for the
rates quoted therein. This service requires that digital facilities be available to
the customer's location. Expanded Calling Service is also provided at an
additional cost.

3.24 Digital Centrex Service (Sprint-Centel Telephone Exchanges Only)

Digital Centrex is a service provided through a digital centel office. It
provides the customer with features normally associated with key telephone
systems or switchboards. The service is offered subject to the availability of
facilities and provided the customer's serving centel office is a digital centel
office equipped with the necessary software. The service does not include
terminal equipment on the customer's premises. Provision of the telephone
instruments of other equipment is the responsibility of the customer.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Business Rate Schedules

**4.1.1 Monthly Recurring Charge for Infinity Service per Line:
 \$32.95 PER LINE**

(i)

Infinity Business Line Exception Localities

Exception Localities	Rate
Archer, DeBary, DeLand, Ft. Pierce, Hawthorne, Jensen Beach, Lynn Haven, Micanopy, Newberry, Panama City, Panama City Beach, Titusville, Youngstown-Fountain	\$27.77 (I)
Baldwin, Jacksonville Beach, Julington, Maxville, Middleburg, Ponte, Vedra Beach, West Palm Beach	\$31.90 (I)
Bell Blade, Bunnell, Chiefland, Chipley, Fernandina Beach, Flagler Beach Palm Coast, Pahokee, Sunny Hills, Vernon	\$25.50 (I)
Boca Raton, Boynton Beach, Jacksonville	\$32.60 (I)
Bronson, Trenton	\$34.63 (I)
Brooksville	\$27.77 (I)
Cantonment, Daytona Beach, Gainesville, Gulf Breeze, Hobe Sound, Holley-Navarre Milton, Munson, Pace, Pensacola, Port St. Lucie, Sebastian, Stuart	\$28.98 (I)
Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Miami, North Dade, Pompano Beach	\$33.88 (I)
Cocoa, Cocoa Beach, Geneva, Eau Gallie, Melbourne	\$29.98 (I)
DeLeon Springs, New Smyrna Beach, Oak Hill, Pierson, St. Augustine	\$26.66 (I)
Delray Beach, Lake Mary, Sanford, Yulee	\$30.97 (I)

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (continued)

Infinity Business Line Exception Localities Cont.

East Orange, Oviedo, Saint Johns, Orlando	\$33.30 (I)
Jay	\$36.16 (I)
Orange Park (M)	\$33.22 (I)

(M) This exception locality has been moved because it has been placed into a new rate category.

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (continued)

4.1.1.b. Other Infinity Business Exception Cities Cont.

		<u>RATE</u>	
(w)	Sanford, Yulee	\$28.75	(I)
(x)	Cocoa, Cocoa Beach Geneva	\$27.84	(I)
(y)	Munson, Stuart	\$26.92	(I)
(z)	Archer, Debary, Hawthorne, Jensen Beach, Lynn Haven, Micanopy, Newberry, Titusville, Youngstown- Fountain	\$25.78	(I)
(aa)	Chipley, Fernandia Beach, Pahokee Sunny Hills, Vernon	\$23.67	(I)

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules

4.1.1.1 Monthly Recurring Charge for All Infinity Outgoing Only Lines

\$32.95 per line (I)

4.1.1.1.a

4.1.1.1.1 Monthly Recurring Charge for All Infinity Inward Only Lines

\$32.95 per line (I)

4.1.1.1.1.b

**4.1.2 Monthly Recurring Charge for Infinity Service per Trunk:
\$48.62**

4.1.2.1 Infinity Local Trunk with Managed Service

\$10.00

4.1.3 IntraLATA Toll Rate per Minute: \$0.139

**4.1.3.1 Dual Service Non-Recurring Charge: \$20.00 per line or
trunk**

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES

4.1 Business Rate Schedules (continued)

4.1.13 Optional Features Cont.:

(M)

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.13 Customized Code Restrictions (continued)

3.13.1 General Regulations (continued)

- (h) The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the inability of station users to access the operator for any purpose, or any other restricted codes specified for the options listed in 3.15.2 following.

3.13.2 Customized Code Restrictions Options

The codes shown below are not all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company. Rates for CCR Options 1-6 are listed in Section 4.

<u>Option</u>	<u>Codes Blocked</u>
1	1+, 0+, 0-, 00-, 01+, 011+, 411, 976, 900, N11
2	0-, 0+, 00-, 01+, 976
3	1+, 0+, 0-, 00+, 01+, 001+, 900
4	900, 976
5	976
6	900, 976, N11

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.14 Inside Wire Maintenance

This optional service pays for any repairs needed inside the Customer's premise to the wiring from the demarcation jack to the Customer's KSU/PBX. The charge is incurred per line in service and must be on all lines on a single account.

3.15 Mileage-Private Line Channel

For use with extension line service. Charge applies per 1/10th mile.

[AS OF THE EFFECTIVE DATE BELOW, THIS SERVICE IS RESERVED (N)
FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER
AVAILABLE TO NEW CUSTOMERS.] (N)

3.16 Mileage-Extension Line

A charge applies per two point channel between buildings on the same premises.

[AS OF THE EFFECTIVE DATE BELOW, THIS SERVICE IS RESERVED (N)
FOR CURRENTLY SUBSCRIBED CUSTOMERS AND IS NO LONGER
AVAILABLE TO NEW CUSTOMERS.]

3.17 Extension Service

Extension Service provides for speech communications where the extension service is located on other than the subscriber's premises for the purpose of answering calls at such time as the subscriber is not available at the main station or where two or more "premises" of the same subscriber are used in the conduct of one establishment or business.

(N)

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.18 Selective Class of Call Screening

Selective Class of Call Screening is available per line or trunk and enables customers to secure the central office blocking of 1+, 101XXX1+, 976, 900 and screening information to prevent operator assisted calls from being billed to the subscriber's line. Information is also passed to long distance telecommunications providers to identify the line as requiring special operator handling. Subscribing to this service does not relieve the subscriber of responsibility for calls, other than intraLATA calls carried by the Company, which originate from his/her number. All local calls and calls to the Company numbers such as repair service, directory assistance and public emergency service numbers such as 911 will be permitted from the establishment. This service is subject to the availability of facilities and is available only from central offices which have been arranged to provide these services.

3.19 Surrogate Client Number

Surrogate Client Number provides for a telephone number in the subscriber's serving wire center from which calls will be forwarded on an intraoffice basis to the subscriber's exchange service. This service is furnished only from central offices which have been arranged to provide this service and is provided subject to the availability of facilities.

3.20 Traffic Study Service

(N)

When requested by the customer NationNet will conduct a traffic study to determine calling patterns and call demographics associated with the customer's telephone system.

(N)

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.21 NationNet Frame Relay Service

NationNet Frame Relay Service is a virtual digital private line arrangement that connects two or more locations. The port connection interfaces the customer premises with the frame relay network, in conjunction with a digital special access line. Each port connection will have a minimum of 1 PVC (Permanent Virtual Circuit), which defines the specific path, or address, for data sent by the customer to another location. The port connection can accommodate multiple PVC's for increased capacity and/or connectivity to other locations. The minimum service period is one year. Installation and monthly recurring charges apply.

If a Customer, who has entered into a frame relay/data term agreement, terminates the agreement before the expiration of the term, and after the initial 90-day period of the term, in addition to all accrued monthly charges, a "Discontinuance Charge" will be charged to the Customer. The "Discontinuance Charge: consists of charges for three months of service, plus all waived installation charges and any incentives received during the term. Data circuits require a minimum 12-month term agreement. (D)
(D)

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.22

(M)

(M)

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.22

(M)

(M)

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

(T)

4.1.13 Optional Features (continued)

Purchasing multiple features on the same telephone number will entitle the Customer to the following discounts according to the feature plan purchased.

<u>FEATURE PLAN</u>	<u>RATE</u>	<u>FEATURE PLAN</u>	<u>RATE</u>
Signature	\$14.85	RightRing	\$14.00
Call Forwarding Variable		Call Forwarding Variable	
Three-Way Calling		RightRing I	
Signature Basic		Three-Way Calling	
Call Saver	\$17.25		
Call Forwarding Variable			
CallSaver			
Message Waiting			
Three-Way Calling			

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

(T)

4.1.13 Optional Features (continued)

Purchasing multiple features on the same telephone number will entitle the Customer to the following discounts according to the feature plan purchased.

<u>FEATURE PLAN</u>	<u>RATE</u>	<u>FEATURE PLAN</u>	<u>RATE</u>
Signature	\$14.85	RightRing	\$14.00
Call Forwarding Variable		Call Forwarding Variable	
Three-Way Calling		RightRing I	
Signature Basic		Three-Way Calling	
Call Saver	\$17.25		
Call Forwarding Variable			
CallSaver			
Message Waiting			
Three-Way Calling			

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES (continued)

4.1 Business Rate Schedules (continued)

(T)

4.1.14 Operator Services

First minute and additional minute rates for Operator Services are contained in the following rate table:

Mileage	Initial Minute	Additional Minute
1-10	.210	.210
11-22	.210	.210
23-55	.210	.210
56-124	.210	.210
125-292	.210	.210

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SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.15 Surcharges:	<u>RATE</u>
Directory Assistance	\$0.25
Operator Assistance Billing Surcharges:	
1. Station-to-Station	
Customer Dialed Calling Card	\$0.75
Operator assisted sent-paid, collect third number and non-customer-dialed credit card calls	\$1.10
2. Person-to-Person	
Operator assisted calls, each	\$2.98
3. Operator Dialed Surcharge1	
(Station-to-Station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number.)	\$0.60
Busy Line Verification	\$1.65 (I)
Busy Line Interrupt	\$1.25 (I)

Note 1: An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

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SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

4.1.15.1 Directory Listings

(T)

RATE

Recurring Charges		
Additional Listing (per listing)	\$1.20	
Alternate Call Listing	\$1.20	
Cross Reference Listing	\$1.20	
Foreign Listing	\$1.20	
Foreign Cross Reference Listing	\$1.20	
Foreign Alternate Listing	\$1.20	
Foreign Listing Special Text	\$1.20	
911 Listing	N/C	
800 Listing	\$1.20	(N)
Paging, Cell, Wireless Listing	\$1.20	(N)
Special Text Listing	\$1.20	(N)
All Uppercase Listing	\$3.50	(N)
		(D)
		(D)
Non-Published Listing	\$1.45	
Non-Published w/ Special Conditions	\$0.00	(N)
Non-Listed Directory Listing	\$0.70	(N)
Non-Listed w/ Special Conditions	\$0.00	(N)

A Secondary Service Charge applies when an order is placed to purchase one or more designer listings.

(D) Designer Listings have been removed because they only apply to residential customers.

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SECTION 4- RATES (continued)

4.1 Business Rate Schedules (continued)

(T)

4.1.16 NationNet Frame Relay Service

1. A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service. Each Customer Connection includes one DLCI.

	Nonrecurring Charge	Month to Month	A 12 to 36 Months	B 36 to 60 Months
(a) at 56 Kbps	\$425.00	\$85.00	\$74.00	\$54.00
(b) at 64 Kbps	425.00	85.00	74.00	54.00
(c) at 112 Kbps	475.00	120.00	104.00	74.00
(d) at 128 Kbps	475.00	120.00	104.00	74.00
(e) at 192 Kbps	475.00	190.00	165.00	125.00
(f) at 256 Kbps	475.00	240.00	207.00	147.00
(g) at 320 Kbps	475.00	300.00	259.00	184.00
(h) at 384 Kbps	550.00	435.00	404.00	344.00
(i) at 448 Kbps	550.00	435.00	404.00	344.00
(j) at 512 Kbps	550.00	435.00	404.00	344.00
(k) at 576 Kbps	550.00	435.00	404.00	344.00
(l) at 640 Kbps	550.00	435.00	404.00	344.00
(m) at 704 Kbps	550.00	435.00	404.00	344.00
(n) at 768 Kbps	550.00	435.00	404.00	344.00
(o) at 1024 Kbps	550.00	435.00	404.00	344.00
(p) at 1152 Kbps	550.00	435.00	404.00	344.00
(q) at 1.536 Mbps	550.00	435.00	404.00	344.00

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.1 **Business Rate Schedule (continued) (T)**

4.1.16 **NationNet Frame Relay Service Cont.**

Feature Charges

- 1. DLCI
 - a. Each Additional

Per Customer Connection	Nonrecurring Charge \$25.00	Monthly Rate \$2.00
-------------------------	--	----------------------------------

- 2. Committed Information Rate (CIR)
 - a. The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC.

per DLCI	Nonrecurring Charge	Monthly Rate
(a) at 0 Kbps	N/A	
(b) 1 thru 32 Kbps	N/A	8.00
(c) 33 thru 56 Kbps	N/A	13.00
(d) 57 thru 64 Kbps	N/A	14.00
(e) 65 thru 128 Kbps	N/A	19.00
(f) 129 thru 256 Kbps	N/A	29.00
(g) 257 thru 384 Kbps	N/A	41.00
(h) 385 thru 512 Kbps	N/A	51.00
(i) 513 thru 768 Kbps	N/A	93.00
(j) 769 Kbps thru 1.536 Mbps	N/A	140.00

* **Feature Change Charge:** \$25.00

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (T)

4.2.1 Monthly Recurring Charge for Infinity Service:

\$10.37 per line

4.2.2 IntraLATA Toll Rate:

\$0.139 per minute

4.2.2.2 Dual Service Non-Recurring Charge \$20.00

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued)

4.2.3 Non-Recurring Charges:

		First Occurrence		Each Additional Occurrence
Line Connection Charge		\$56.00	(I)	\$12.00
Line/Account/Feature Charge	(T)	\$38.00	(I)	\$11.00
	(D)		(D)	(D)
PIC Change Charge	(T)	\$1.50		\$1.50
Line Restored Charge	(T)	\$48.00	(I)	\$11.00 (R)
Suspension of Service Restoral Charge		\$40.00		\$12.00
	(D)		(D)	(D)

4.2.4 Service Call (per visit/ 1 hour minimum)

Service Call Fee: \$75.00

4.2.4.1 Telecommunications Access System Act Surcharge

\$0.08 per line

4.2.4.2 Selective Class of Call Screening

Per trunk \$3.30

Per line \$1.50

(D) This material has been removed due to consolidation of connection charges

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SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued)

4.2.5 Optional Features

RATE PER LINE

Block Busy Connect	N/C	(N)
Block Call Return Activation	N/C	
Block Repeat Dialing Activation	N/C	
Call Block	\$4.00	
Call Forwarding-Busy Line	\$1.00	
Call Forwarding-Busy Line (Customer Controlled)	\$3.00	
Call Forwarding-Busy Line (Multipath)	\$2.00	(N)
Call Forwarding-Don't Answer	\$1.00	
Call Forwarding-Don't Answer (Ring Control)	\$1.00	
Call Forwarding-Don't Answer (Customer Controlled)	\$3.00	
Call Forwarding-Don't Answer Multipath	\$2.00	(T)
Call Forwarding-Variable	\$4.00	
Call Forwarding-Variable (Remote Access)	\$5.20	
Call Forwarding-Variable (Multipath)	\$3.00	(N)
Call Return	\$5.00	
Call Saver 1 & 2	\$13.95	
Call Saver (Basic)	\$3.95	
Call Saver (Extension)	\$17.25	
Call Saver Pager (Facilities-based)	\$7.95	
Call Selector	\$4.00	
Call Tracing	\$4.00	
Call Waiting	\$5.15	
Call Waiting (Deluxe)	\$6.00	
Custom Call Transfer	\$4.95	
Hunting	\$5.58	
Message Waiting	\$.50	
Repeat Dialing	\$4.00	
RightRing I	\$4.00	
RightRing II	\$6.00	
Signature (Basic)	\$7.00	
Signature (Deluxe)	\$7.50	
Speed Calling - 6 Code	\$2.00	

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES (continued)

4.2 Residential Rate Schedules (continued)

4.2.5 Optional Features:	<u>RATE PER LINE</u>
Speed Calling - 8 Code	\$2.00
Speed Calling - 30 Code	\$3.50
Surrogate Client Number (applies to CallSaver 1 & 2 and CallSaver Extension)	N/C
Three-Way Conference Calling	\$4.70
Three-Way Conference/Call Transfer	\$4.25 (T)
Transfer Mailbox (used with CallSaver 1 &2 and CallSaver Extension	N/C
Custom Code Restriction 1	\$2.50
Custom Code Restriction 2	\$2.50
Custom Code Restriction 3	\$2.50
Custom Code Restriction 4	N/C
Custom Code Restriction 6	N/C
	N/C
Custom Code Restriction N	\$2.50
Custom Code Restriction B	N/C
Custom Code Restriction Y	
Non-recurring charge for optional features:	\$1.50 per use

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued) (T)

4.2.5 Optional Features (continued)

Purchasing multiple features on the same telephone number will entitle the Customer to the following discounts according to the feature plan purchased.

<u>FEATURE PLAN</u>	<u>RATE</u>	<u>FEATURE PLAN</u>	<u>RATE</u>
Signature PLUS	\$16.00	Call Saver PLUS	\$17.25
Call Block		Call Forwarding Don't Answer	
Call Forwarding Don't Answer		Call Saver Extension	
Call Waiting		Call Waiting	
Signature Deluxe		Message Waiting	
Three-Way Calling		Three-Way Calling	
RightRing PLUS	\$12.50	CallMover	\$7.25
Call Forwarding Don't Answer		Call Transfer	
Call Waiting		Call Waiting	
Repeat Dialing		Three-Way Calling	
RightRing II			
Three-Way Calling			
ManyCall	\$9.00	FastCall	\$7.25
Call Waiting		Call Transfer	
Call Forwarding Variable		Call Waiting	
Three-Way Calling		Speed Calling - 30	

*** All features are subject to availability and some feature interactions prohibit their simultaneous use.**

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedule (continued

4.2.5 Optional Features (continued)

Purchasing multiple features on the same telephone number will entitle the Customer to the following discounts according to the feature plan purchased.

<u>FEATURE PLAN</u>	<u>RATE</u>	<u>FEATURE PLAN</u>	<u>RATE</u>
Signature	\$12.25	RightRing	\$10.25
Call Forwarding Variable		Call Forwarding Variable	
Three-Way Calling		RightRing I	
Signature Basic		Three-Way Calling	

CallSaver **\$15.00**

Call Forwarding Variable
CallSaver
Message Waiting
Three-Way Calling

Infinity Plus **\$30.00** **(I)**

Call Block, Call Forwarding Busy, (Customer Controlled), OR Call Forwarding Busy, Call Forwarding Don't Answer (Customer Controlled), OR Call Forwarding Don't Answer, Call Return, CallSaver Extension, Call Selector, Call Tracing, RightRing II, Signature Deluxe, Speed Calling - 30, Three-Way Calling

*** All features are subject to availability and some features interactions prohibit their simultaneous use.**

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued) (T)

4.2.6 Operator Services

First minute and additional minute rates for Operator Services are contained in the following rate table:

Mileage	Initial Minute	Additional Minute
1-10	.210	.210
11-22	.210	.210
23-55	.210	.210
56-124	.210	.210
125-292	.210	.210

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued) (T)

4.2.7 Surcharges:

	<u>RATE</u>
Directory Assistance	\$0.25
Operator Assistance Billing Surcharges:	
1. Station-to-Station	
Customer dialed calling card calls	\$0.75
Operator assisted sent-paid, collect, third number, and non-customer dialed credit card calls	\$1.10
2. Person-to-Person	
Operator assisted calls	\$2.98
3. Operator Dialed Surcharge 1	\$0.60
(Station-to-station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number.)	
Busy Line Verification	\$0.95
Busy Line Interrupt	\$0.45

Note 1: An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.2 Residential Rate Schedules (continued)

(T)

4.2.8 Directory Listings

RATE

Recurring Charges	
Additional Listing (per listing)	\$1.20
All UpperCase Listing	\$2.50 (N)
Alternate Call Listing	\$1.20
Cross Reference Listing	\$1.20
Foreign Listing	\$1.20
Foreign Cross Reference Listing	\$1.20
Foreign Alternate Listing	\$1.20
Foreign Special Text Listing	\$1.20
Designer Listing	
Designer Bold	\$2.00
Designer Bold Plus	\$3.00
Designer Script	\$2.00
Designer Script Plus	\$3.00
Designer Line (Standard)	\$3.00
Designer Line Bold	\$4.00
Designer Line Script	\$4.00
Paging, Cell, Wireless Listing	\$1.20
Non-Published Listing	\$1.15
Non-Published w/ Special Conditions	\$0.00
Non-Listed Listing	\$0.25
Non-Listed w/ Special Conditions	\$0.00

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LOCAL EXCHANGE SERVICE

SECTION 4- RATES (continued)

4.3 Tax Surcharges:

(to be determined)

4.4 Area Calling Service

Rates for Area Calling Service are set forth in Section A3.3 of BellSouth's Price List

4.5 Payphone Surcharge

(N)

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services.

Rate per Call \$0.29

(N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE /BELLSOUTH EXCHANGES

5.1 GTE/BellSouth Local Calling Areas (M)

<u>Exchange</u>	<u>Additional Exchanges</u>	
Tampa	Tampa, Plant City, Zephyrhills, Palmetto Clearwater	
Sarasota	Sarasota, Brandenton, Myakka, Venice	(M)

This material originally appeared on Page No. 106.3 of this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.6 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.6.1 Each call to Directory Assistance will be charged as follows:

Per Call: See Rate Schedule in Section 4.

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

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

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

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

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.7 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner.

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of any operator to a particular Station and specified by the Caller. The call may be billed to the called party.

Station to Station: Calls complete with assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.7 Operator Assistance (continued)

- 3.7.1 Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- 3.7.2 Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 3.7.3 Rates:** Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:
 - 3.7.3.1** The operator verifies the line is busy with a call in progress.
 - 3.7.3.2** The operator verifies the line is available for incoming calls.
 - 3.7.3.3** The operator verifies the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption. Charges are set forth in Section 4.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.8 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange carrier provided on the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station Numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.8.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.8.2 The Company may refuse a listing which contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.8 Directory Listings (continued)

- 3.8.3** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.
- 3.8.4** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.5** Directory listings are provided in connection with each Customer service as specified herein.
- 3.8.5.1 Primary Listing:** A primary listing contains in the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
- 3.8.5.2 Additional Listings:** In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for Additional listings are specified in Section 4.
- 3.8.5.3 Non-published Listings:** Listings that are not printed in directories nor available from Directory Assistance.

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LOCAL EXCHANGE SERVICE

SECTION 3- SERVICE DESCRIPTIONS (continued)

3.8 Directory Listings (continued)

3.8.5.3 Non-Published Listings (continued)

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.5. Rates for Non-published listings are specified in Section 4.

3.8.5.4 Non-listed Numbers; A Non-listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed Numbers are specified in Section 4.

3.8.5.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the Price List published by the specific local exchange carrier providing the Foreign Listing.

3.8.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

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SECTION 3- SERVICE DESCRIPTIONS (continued)

3.8 Directory Listings (continued)

3.8.5.7 Reference Listings: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 4.

3.8.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are set forth in Section 4.

3.9 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire, and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. IN addition, the Customer's address and telephone information will be provided to the primary E911 provider for the display at the Public Service Answering Point (PSAP).

3.10 Presubscriptions - 2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 7 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. The Company reserves the right to waive a PIC charge. InterLATA Presubscription is available pursuant to NationNet's FCC Tariff No. 1. (T)

3.11 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.2 GTE/BellSouth Local Calling Areas

Facility Location	Extended Local Calling Area
Tampa	Tampa, Plant City, Zephyrhills, Palmetto, Clearwater, Dade City* , Mulberry, San Antonio* , St. Petersburg, Tarpon Springs, New Port Richey
Sarasota	Sarasota, Brandenton, Myakka, Venice, Englewood, North Port, Palmetto

* The bold areas signify independent areas

This material originally appeared on Page No. 106.4 of this tariff.

5.2.1 Expanded Calling Service (ECS) Offering (N)

In certain areas where GTE/BellSouth local service is being resold and ECS service is mandatory. All usage will be billed in full minute increments at .10 for the first minute and .06 for each additional minute. (N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.2 Expanded Calling Service (ECS) Offering Cont.

(N)

From Locality	To ECS (Extended Calling Service)
Bartow	Haines City, Haines City (Poinciana)
Bradenton	None
Clearwater	New Port Richey, Tampa (Central, East, North, South)
Englewood	Boca Grande, Sarasota
Frost proof	None
Hudson	Tarpon Springs
Indian Lake	None
Lake Wales	None
Mulberry	Plant City, Tampa (Central, East, North, South, West)
Myakka	None
New Port Richey	Clearwater, Tampa (North, West)
North Port	Sarasota
Palmetto	None
Plant City	Mulberry
Polk City	Haines City, Haines City (Poinciana)
Sarasota	Englewood, North Port, Palmetto
St. Petersburg	Tampa (Central, East, North, South, West), Tarpon Springs
Tampa Central	Clearwater, Dade City, Mulberry, San Antonio, St. Petersburg, Tarpon Springs, Zephyrhills

(N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.2.1 Expanded Calling Service (ECS) Offering Cont.

(N)

From Locality	TO ECS (Extended Calling Service)
Tampa East	Clearwater, Mulberry, St. Petersburg, Tarpon Springs, Zephyrhills
Tampa North	Clearwater, Dade City, Mulberry, New Port Richey, San Antonio, St. Petersburg, Tarpon Springs
Tampa South	Clearwater, Mulberry, St. Petersburg, Tarpon Springs, Zephyrhills
Tampa West	Mulberry, New Port Richey, St. Petersburg, Tarpon Springs, Zephyrhills
Tarpon Springs	Hudson, St. Petersburg, Tampa (Central, East, North, South, West)
Venice	None
Winter Haven	None
Zephyrhills	Tampa (Central, East, South, West)

(N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.3 GTE/BellSouth Rate Schedules

**5.3.1 Monthly Recurring Charge per
GTE/BellSouth Infinity Business Line \$29.90**

SEE EXCEPTION LOCALITIES BELOW:

<u>LOCALITY</u>	<u>RATE PER GROUP</u>	
(1) Frostproof, Indian Lake	\$23.95	
w/Hunting	\$34.97	(N)
(2) Zephyrhills	\$26.25	
w/Hunting	\$37.27	(N)
(3) Englewood, Hudson, Lake Wales, Mulberry, New Port Richey, North Port, Palmetto, Polk City	\$27.45	
w/Hunting	\$38.47	(N)
(4) Bartow, Bradenton, Lakeland, Myakka, Venice, Winter Haven	\$28.70	
w/Hunting	\$39.72	(N)
(5) Clearwater, Plant City, Sarasota, St. Petersburg, Tampa, Tarpon Springs	\$29.90	
w/Hunting	\$40.92	(N)

*** Infinity Business Line rate with Hunting has been added.**

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.3 GTE/BellSouth Business Rate Schedules (continued)

5.3.2 GTE/BellSouth Optional Features

	<u>RATE PER LINE</u>
Billed Number Screening	\$1.00
Block Calling Name/Number, Call Return, Call Trace, Repeat Dial, Three Way Call Activation	\$0.00
Call Block	\$5.00 (I)
Call Forward Busy	\$1.25
Call Forward Don't Answer	\$1.25
Call Forward Busy	\$1.25
Call Forward Variable	\$5.00 (I)
Call Forward Multipath Variable	\$5.00 (I)
Call Return	\$6.00
Call Return Activation	\$0.00
Call Selector	\$5.00 (I)
Call Tracing	\$6.00
Call Tracing Activation	\$3.50
Call Waiting	\$5.00
Call Waiting Deluxe	\$0.00
Custom Code Restriction 1	\$3.75
Custom Code Restriction 2	\$3.75
Custom Code Restriction 3	\$0.00
Custom Code Restriction 4	\$3.75
Custom Code Restriction 5	\$0.00
Custom Code Restriction 6	\$0.00
Denies Bill to 3rd Party	\$1.00
Denies Collect Calls	\$1.00

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.3 GTE/BellSouth Business Rate Schedules (continued)

5.3.2 GTE/BellSouth Optional Features Continued:

RATE PER LINE

Hunting	\$11.02
Repeat Dialing	\$6.00
Repeat Dialing Activation	\$0.00
RightRing I	\$9.00
Signature Basic	\$10.00
Signature Deluxe	\$11.50
Speed Calling 8	\$4.00 (I)
Speed Calling 30	\$5.00 (I)
Three Way Conference Calling	\$5.00 (I)
Three Way Activation	\$0.75
Virtual Mailbox Number	\$1.00

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.3 GTE/BellSouth Infinity Business Rate Schedules (continued)

(D)

(D)

*** GTE/BellSouth's Hunting feature rate is included in Section 5.3.2 of this tariff.**

(T)

(T)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.3 GTE/BellSouth Rate Schedules Cont.

5.3.3 GTE/BellSouth Directory Listings

	<u>RATE</u>	
Recurring Charges		
Additional Listing	\$1.25	
Cross Reference Listing	\$1.25	
DUNE Non-Published Listing	\$0.00	(N)
Foreign Listing	\$1.25	
Multiple Book Listing	\$1.25	(N)
Non Listed	\$1.10	
Non Published Listing	\$2.00	

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SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.4 GTE/BellSouth Unity Business Rate Schedules Cont.

5.4.2 Unity Plus Service

A. Monthly Recurring Charges

Basic Unity PLUS Service Option	\$1050.00 + applicable T-1 charge
DID numbers in blocks of 20	\$4.00 per block
PRI IDSN & ANI Delivery	\$200.00 (T-1 loop must be ESF/B8ZS)
Additional paths for RCF	\$0.50 per path
Overflow call forwarding arrangement	Local calls n/c; long distance calls at appropriate toll rate

B. Installation Charges

Establishment of DID Number block	\$480.00
Establishment of 2nd trunk group on UNITY (LIMIT of 2 GROUPS)	\$50.00

C. Expanded Calling Service	\$240.00	(N)
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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.5 GTE/BellSouth Infinity Residential Service Rate Schedule (N)

5.5.1 Monthly Recurring Charge for GTE/BellSouth Infinity Service:

\$11.81 per line (N)

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SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.5 GTE/BellSouth Residential Rate Schedules (Cont.)

5.5.2 GTE/BellSouth Optional Features:

RATE PER LINE

Call Block	\$4.00 (I)
Call Forward Busy/No Answer	\$1.50
Call Forward Variable	\$3.00 (I)
Call Forward Multipath Variable	\$3.00 (I)
Activation Charge Call Return	\$0.75
Call Return	\$5.00
Block Call Return Activation	\$0.00
Call Selector	\$4.00 (I)
Activation Charge Call Trace	\$3.50
Call Tracing	\$5.00
Block Call Trace Activation	\$0.00
Call Waiting	\$4.00
Call Waiting Deluxe	\$0.00
Hunting	\$4.27
Repeat Dialing	\$5.00
Block Repeat Dial Activation	\$0.00
RightRing I	\$6.00
Signature Basic	\$7.00
Signature Deluxe	\$7.95
Block Calling Name/Number	\$0.00
Speed Calling 8	\$3.00 (I)
Speed Calling 30	\$4.00 (I)
Activation Charge Three Way Call	\$0.75
Three Way Conference Calling	\$4.00 (I)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.5 GTE/BellSouth Residential Rate Schedules (Cont.)

5.5.2 GTE/BellSouth Optional Features:

RATE PER LINE

Custom Code Restriction 1	\$2.50
Custom Code Restriction 2	\$2.50
Custom Code Restriction 3	\$0.00
Custom Code Restriction 4	\$2.50
Custom Code Restriction 5	\$0.00
Custom Code Restriction 6	\$0.00

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SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.5 GTE/BellSouth Infinity Residential Service Rate Schedules (Cont.) (N)

5.5.3 GTE/BellSouth Directory Listings

RATE

Recurring Charges

Additional Listing	\$0.95
Cross Reference Listing	\$0.95
Foreign Listing	\$0.95
Non Listed	\$1.10
Non Published Listing	\$2.00

(N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.5 GTE/BellSouth Residential Rate Schedules (Cont.)

5.5.4 (M)

(M)

5.5.5 Telecommunications Access Charge

\$0.08 per line

(M) **The material that originally appeared on this page has been moved to
NationNet's FCC Tariff No. 4 (Section 5.1.9).**

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (Continued)

5.5 GTE/BellSouth Infinity Residential Service Rate Schedule (Cont.)

5.5.6 Expanded Calling Service (ECS) Offering

(N)

In certain areas where GTE/BellSouth local service is being resold and ECS service is mandatory. Residential customers are billed .25 for each call.

From Locality	To ECS (Extended Calling Service)
Bartow	Haines City, Haines City (Poinciana)
Bradenton	None
Clearwater	New Port Richey, Tampa (Central, East, North, South)
Englewood	Boca Grande, Sarasota
Frost proof	None
Hudson	Tarpon Springs
Indian Lake	None
Lake Wales	None
Mulberry	Plant City, Tampa (Central, East, North, South, West
Myakka	None
New Port Richey	Clearwater, Tampa, (North, West)
North Port	Sarasota
Palmetto	None
Plant City	Mulberry
Polk City	Haines City, Haines City (Poinciana)
Sarasota	Englewood, North Port, Palmetto
St. Petersburg	Tampa (Central, East, North, South, West) Tarpon Springs
Tampa Central	Clearwater, Dade City, Mulberry, San Antonio, St. Petersburg, Tarpon Springs, Zephyrhills

(N)

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LOCAL EXCHANGE SERVICE

SECTION 5- GTE/BELLSOUTH EXCHANGES (continued)

5.5 GTE/BellSouth Infinity Residential Service Rate Schedule (Cont.)

5.5.6 Expanded Calling Service (ECS) Offering Cont. (N)

From Locality	To ECS (Extended Calling Service)
Tampa East	Clearwater, Mulberry, St. Petersburg, Tarpon Springs, Zephyrhills
Tampa North	Clearwater, Dade City, Mulberry, New Port Richey, San Antonio, St. Petersburg, Tarpon Springs
Tampa South	Clearwater, Mulberry, St. Petersburg, Tarpon Springs, Zephyrhills
Tampa West	Mulberry, New Port Richey, St. Petersburg, Tarpon Springs, Zephyrhills
Tarpon Springs	Hudson, St. Petersburg, Tampa (Central, East, North, South, West)
Venice	None
Winter Haven	None
Zephyrhills	Tampa (Central, East, South, West)

(N)

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.1 Sprint-United Local Calling Areas
Exchange

Additional Exchanges

Ocala

Ocala, Belleview, **Citra***, **Dunnellon***,
Forest, Lady Lake, **McIntosh***,
Ocklawaha, **Orange Springs***, Salt (N)
Springs, Silver Springs Shores (N)

Winter Park

Apopka, Celebration, Clermont, East
Orange, Lake Buena Vista,
Monteverde, Orlando, Oviedo, Reedy
Creek, Windermere, Winter Garden,
Winter Park, Cocoa, Cocoa Beach,
Titusville, Debary, Geneva, Sanford,
Groveland

Winter Garden

Apopka, Celebration, Clermont, East
Orange, Lake Buena Vista,
Monteverde, Orlando, Oviedo, Reedy
Creek, Windermere, Winter Green,
Winter Park, Cocoa, Cocoa Beach,
Titusville, Debary, Geneva, Sanford,
Groveland

Windermere

Apopka, Celebration, Clermont, East
Orange, Lake Buena Vista,
Monteverde, Orlando, Oviedo, Reedy
Creek, Windermere, Winter Green,
Winter Park, Cocoa, Cocoa Beach,
Titusville, Debary, Geneva, Sanford,
Groveland

* The bold areas signify independent areas

(N)

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.1.1 Sprint-United Extended Local Calling Areas (N)

Exchange

Additional Exchanges

Ocala

Ocala, Belleview, **Citra***,
Dunnellon*, Forest, Lady Lake,
McIntosh*, Ocklawaha, **Orange**
Springs*, Salt
Springs, Silver Springs Shores (N)

* The bold areas signify independent areas

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.2 Sprint-United Business Rate Schedules

6.2.1 Monthly Recurring Charge per Sprint- United Infinity Business Line

Locality	RATE PER GROUP
Apopka, Clermont, Monteverde, Reedy Creek, Windermere, Winter Garden, Winter Park	\$24.03
w/ Hunting	\$36.81
Astor, Belleview (R), Eustis, Groveland, Howey in the Hills, (R), Lady Lake (R), Leesburg (R), Mt. Dora, Ocala, Ocklawaha, Salt Springs, Silver Springs Shores, Umatilla, Tavares	\$20.47
w/ Hunting	\$31.39
Beverly Hills, Crystal River, Homosassa Springs, Inverness, Kissimmee, Orange City	\$18.71
w/ Hunting	\$28.68
Bushnell, Wildwood, Williston	\$15.20
w/ Hunting	\$23.27

* The material that originally appeared on this page has been reformatted to fit into a single table

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.2 Sprint-United Business Rate Schedules

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.2 Sprint-United Business Rate Schedules

**6.2.1.a Monthly Recurring Charge per Sprint-BellSouth
 Infinity Business Key Line (N)**

Locality	RATE PER GROUP
Apopka, Clermont, Monteverde, Reedy Creek, Windermere, Winter Garden, Winter Park	\$25.53
w/ Hunting	\$37.31
Astor, Belleview, Eustis, Groveland, Howey in the Hills, Lady Lake, Leesburg, Mt. Dora, Ocala, Ocklawaha, Salt Springs, Silver Springs Shores, Umatilla, Tavares	\$21.97
w/ Hunting	\$31.89
Beverly Hills, Crystal River, Homosassa Springs, Inverness, Kissimmee, Orange City	\$20.21
w/ Hunting	\$29.18
Bushnell, Wildwood, Williston,	\$16.70
w/ Hunting	\$24.77

(N)

6.2.1.1 Inside Wire Maintenance	<u>RATE</u> \$5.00	(M)
6.2.1.2 Telecommunications Access Charge	\$0.08	(M)

(M) This material originally appeared on Original Page 142.1

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-UNITED EXCHANGES

6.2 Sprint-United Business Rate Schedules

(M)

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SECTION 6- SPRINT-UNITED EXCHANGES

6.2 Sprint-United Business Rate Schedules

6.2.1.a Monthly Recurring Charge per Sprint-BellSouth
 Infinity Business Key Line (N)

Locality	RATE PER GROUP
Apopka, Clermont, Monteverde, Reedy Creek, Windermere, Winter Garden, Winter Park	\$25.53
w/ Hunting	\$37.31
Astor, Belleview, Eustis, Groveland, Howey in the Hills, Lady Lake, Leesburg, Mt. Dora, Ocala, Ocklawaha, Salt Springs, Silver Springs Shores, Umatilla, Tavares	\$21.97
w/ Hunting	\$31.89
Beverly Hills, Crystal River, Homosassa Springs, Inverness, Kissimmee, Orange City	\$20.21
w/ Hunting	\$29.18
Bushnell, Wildwood, Williston,	\$16.70
w/ Hunting	\$24.77

(N)

6.2.1.1 Inside Wire Maintenance	<u>RATE</u> \$5.00	(M)
6.2.1.2 Telecommunications Access Charge	\$0.08	(M)

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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT-BELLSOUTH EXCHANGES (N)

7.2 Sprint-BellSouth Extended Local Calling Areas (N)

Facility Location

Tallahassee

Extended Local Calling Area

Tallahassee, **Alligator Point***, **Bristol***,
Carrabelle, **Chattahoochee***, Crawfordville,
Greensboro, Greenville, **Gretna***, **Havanna***,
Hosford*, Monticello, Panacea, **Quincy***, St.
Marks, Sopchoppy

(M)

* The bold areas signify independent areas

(M) This material originally appeared on page 85.2 of this tariff.

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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules

7.3.1 Monthly Recurring Charge per Sprint-BellSouth Infinity Business Line

<u>LOCALITY</u>	<u>RATE PER GROUP</u>	
(1) Crawfordville, Greenville, Monticello Panacea, St.Marks, Sopchoppy Tallahassee	\$21.75	
w/ Hunting	\$32.65	
(2) Marianna	\$18.55	(N)
w/ Hunting	\$27.85	(N)
7.3.1.1 Monthly Recurring Charge per Sprint-BellSouth Key Line		(N)

		<u>RATE PER GROUP</u>
(1) Crawford, Greenville, Monticello, Panacea, St. Marks, Sopchoppy, Tallahassee	\$23.25	
W/ Hunting	\$33.15	
(2) Marianna	\$20.05	
w/ Hunting	\$28.35	(N)

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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.2 Unity Service

A. Monthly Recurring Charges

Basic Unity Service Option	\$450.00
DID Trunk Option	\$24.00
Additional Facility Number	\$5.00
DID 20 Number Block	\$4.00

B. Installation Charges

Establishment of DID Number Connection Charge	\$480.00
Establishment of 2nd Trunk Group On Unity	\$50.00

C. Expanded Calling Service \$240.00 (N)

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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.3 Unity Plus Service

A. Monthly Recurring Charges

Basic Unity PLUS Service Option	\$1,050.00
DID Trunk Option	\$24.00
Additional Facility Number	\$5.00
DID 20 Number Block	\$4.00

B. Installation Charges

Establishment of DID Number Connection Charge	\$480.00
Establishment of 2nd Trunk Group On Unity	\$50.00

C. Expanded Calling Service	\$240.00	(N)
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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 **Sprint-BellSouth Business Rate Schedule (Continued)**

7.3.4 **Sprint-BellSouth Optional Features**

RATE PER LINE

Call Block	\$4.00
Call Forward Busy	\$1.50
Call Forward Busy--(Customer Controlled)	\$1.50
Call Forward Don't Answer	\$1.50
Call Forward Don't Answer (Customer Controlled)	\$1.00
Call Forward Variable	\$5.00
Call Return	\$4.50
CallSaver Basic	\$4.95
CallSaver Pager	\$9.95
Call Selector	\$4.00
Custom Calling Package-1	\$10.00
Custom Code Restriction 4	\$0.00
Denies Bill To Third Party	\$1.75 (I)
Repeat Dialing	\$4.00
Return Call	\$5.00
RightRing I	\$7.00
RightRing II	\$8.00
Signature Basic	\$10.00
Signature Deluxe	\$10.00
Speed Calling 8 Code	\$4.00
Speed Calling 30 Code	\$4.00
Three Way Conference Calling	\$5.00
Touch Tone	\$1.00
Virtual Mailbox Number	\$1.00

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SECTION 7-SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.5 Sprint-BellSouth Connection Charges

		First Occurrence	Each Additional Occurrence
Line Connection Charge		\$60.00	\$51.00
Line/Account/Feature Charge	(T)	\$36.50	\$27.50
	(D)		(D)
PIC Change Charge	(T)	\$1.50	\$1.50
Line Restored Charge	(T)	\$20.00	N/A
Digital Extended Wiring	(N)	\$135.00 (N)	N/A (N)
Analog Extended Wiring	(N)	\$60.00 (N)	N/A (N)

7.3.6 Service Calls

Bundled Service Call	\$55.00
Unbundled Service Call	\$75.00

7.3.7 Sprint-BellSouth DUNE Service

Local Channel	\$25.00
Hunting	\$0.00
Expanded Calling Service	\$10.00

(D) This material has been removed due to consolidation of connection charges

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SECTION 7-SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.8 Sprint-BellSouth Directory Listings

	<u>RATE</u>
Recurring Charges	
Additional Listing	\$1.50
Alternative Listing	\$1.50
Auxiliary Directory Listing	\$0.00
Cross Reference Listing	\$1.50
Extra Line Listing	\$1.50
Foreign Listing	\$1.50
Non Listed	\$1.50 (I)
Non Published Listing	\$2.50

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SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.9 Digital Service

A. Monthly Recurring Charges

	<u>RATE</u>
3-6 Access Lines	\$26.11
w/ Hunting	\$26.11 (N)
7-15 Access Lines	\$25.86
w/ Hunting	\$25.86 (N)
16-25 Access Lines	\$25.61
w/ Hunting	\$25.61 (N)

B. Optional Features

Call Forward-All Calls	\$4.50
Call Forward-Busy	\$1.00
Call Forward-Busy for Hunt Groups	\$1.00
Call Forward-Don't Answer	\$1.00
Call Return	\$2.50
Call Waiting	\$4.00
Call Trace	\$4.00
Repeat Dialing	\$2.00
Signature (Basic)	\$5.50
Speed Call-10	\$3.00
Station Conference-6 party	\$3.00
Three Way Conference/Transfer/	
Consultation Hold	\$4.00
Touch Tone	\$1.00

C. Installation Charges

Digital Translation Charge	\$50.00 (N)
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SECTION 7- SPRINT-BELLSOUTH EXCHANGES

7.3 Sprint-BellSouth Business Rate Schedules (Continued)

7.3.10 Access Service (N)
(provides additional voice paths to end users
of Digital Lines)

Monthly Recurring Charges

3-16 Lines	\$26.11	
w/ Hunting	\$26.11	
7-15 Lines	\$27.85	
w/ Hunting	\$27.85	(N)

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SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.2 Sprint-BellSouth Business Rate Schedules (Continued)

6.2.2 Sprint-BellSouth Optional Features

RATE PER LINE

Block Three Way Call Activation	\$0.00	
Call Block	\$4.00	
Call Forward Busy	\$1.50	
Call Forward Busy (Customer Controlled)	\$1.50	
Call Forward Don't Answer	\$1.50	
Call Forward Don't Answer (Customer Controlled)	\$1.50	
Call Forward Variable	\$6.00	(I)
Call Forward Variable Remote	\$3.00	(I)
Call Return	\$5.00	
CallSaver Basic (Facilities-based)	\$4.95	
CallSaver Pager (Facilities-based)	\$9.95	
Call Selector	\$4.00	
Call Waiting	\$6.00	
Custom Code Restriction 1	\$4.25	
Custom Code Restriction 2	\$5.00	
Custom Code Restriction 3	\$5.00	
Custom Code Restriction 5	\$4.25	
Customer Control of Call Fwd Don't Answer	\$1.00	
CO Card Cut off on Disconnect	\$5.00	
Deny Toll Block	\$4.25	
Repeat Dialing	\$5.00	(I)
RightRing 1	\$7.00	
RightRing 2	\$9.00	
Signature Basic	\$10.50	(N)
Signature Deluxe	\$10.50	(I)
Three Way Calling	\$4.00	
Touch Tone	\$1.00	
Virtual Mailbox Number	\$1.00	

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.2 Sprint-BellSouth Business Rate Schedules (Continued)

6.2.3 Sprint-BellSouth Connection Charges

	<u>First Occurrence</u>	<u>Each Additional Occurrence</u>
Line Connection Charge	\$60.00	\$51.00
Line Change Charge (per move, addition, etc.)	\$36.50	\$27.50
Billing Account Changes	\$25.00	\$N/A
PIC-2 Change (per line)	\$1.50	\$1.50
Account Restoral Charge	\$20.00	N/A

6.2.4 Service Calls

Bundled Service Call	\$55.00
Unbundled Service Call	\$75.00

6.2.5 Sprint-BellSouth DUNE Service

Local Channel	\$25.00	
Hunting	\$0.00	
Expanded Calling Service	\$10.00	(T)

6.2.5.1 Sprint-BellSouth Directory Listings

	<u>RATE</u>
Recurring Charges	
Additional Listing	\$1.50
Alternative Listing	\$1.50
Auxiliary Directory Listing	\$0.00
Cross Reference Listing	\$1.50
DUNE Non-Published Listing	\$0.00
Extra Line Listing	\$1.50
Foreign Listing	\$1.50
Non Listed Listing	\$1.50
Non Published Listing	\$2.50

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SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.2 Sprint-BellSouth Business Rate Schedules (Continued)

6.2.6 Unity Service

A. Monthly Recurring Charges

Basic Unity Service Option	\$450.00
DID Trunk Option	\$24.00
Additional Facility Number	\$5.00
DID 20 Number Block	\$4.00

B. Installation Charges

Establishment of DID Number Connection Charge	\$480.00
Establishment of 2nd Trunk Group On Unity	\$50.00

C. Expanded Calling Service	\$240.00	(N)
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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.2 Sprint-BellSouth Business Rate Schedules (Continued)

6.2.7 Unity Plus Service

A. Monthly Recurring Charges

Basic Unity PLUS Service Option	\$1,050.00
DID Trunk Option	\$24.00
Additional Facility Number	\$5.00
DID 20 Number Block	\$4.00

B. Installation Charges

Establishment of DID Number Connection Charge	\$480.00
Establishment of 2nd Trunk Group On Unity	\$50.00

C. Expanded Calling Service	\$240.00	(N)
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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.2 Sprint-BellSouth Business Rate Schedules (Continued)

6.2.8 Expanded Calling Service (ECS) Offering (N)

In certain areas where GTE/BellSouth local service is being resold and ECS service is mandatory. All usage will be billed in full minute increments at .10 for the first minute and .06 for each additional minute.

From Locality	TO ECS (Extended Calling Scope)
Apopka	None
Ocala	Williston and Wildwood
Ocklawaha	None
Salt Springs	None
Silver Springs Shores	Lady Lake (753) and Wildwood
Windermere	None
Winter Garden	None
Winter Park	DeBary, Kissimmee, Orange City, St. Cloud, and West Kissimmee

(N)

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LOCAL EXCHANGE SERVICE

SECTION 6- SPRINT-BELLSOUTH EXCHANGES

6.3 Sprint-BellSouth Residential Rate Schedules

6.3.1 Expanded Calling Service (ECS) Offering (N)

In certain areas where Sprint-BellSouth local service is being resold and ECS service is mandatory. Residential customers are billed .25 for each call.

From Locality	To ECS (Extended Calling Scope)
Apopka	None
Ocala	Williston and Wildwood
Ocklawaha	None
Salt Springs	None
Silver Springs Shores	Lady Lake (753) and Wildwood
Windermere	None
Winter Garden	None
Winter Park	DeBary, Kissimmee, Orange City, St. Cloud, and West Kissimmee

(N)

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LOCAL EXCHANGE SERVICE

SECTION 7- SPRINT- BELLSOUTH EXCHANGES (N)

7.1 Sprint-BellSouth Local Calling Areas (N)

Exchange Additional Exchanges (M)

Tallahassee Tallahassee, **Alligator Point***, **Bristol***, Carrabelle,
Chattahoochee*, Crawfordville, Greensboro,
Greenville, **Gretna***, **Havanna***, **Hosford***,
Monticello, Panacea, **Quincy***, St. Marks,
Sopchoppy

* The bold areas signify independent areas (M)

(M) This material originally appeared on page 85.0.1 of this tariff.

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