



Judith A. Riley, J.D.

2912 Lakeside Drive, Suite 100
Oklahoma City, OK 73120

March 5, 2002

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

020182-TI

RE: Application of Xtension Services Inc. for Approval of Authority to Offer Interexchange Telecommunications Services to the Public in the State of Florida.

Xtension Services Inc. hereby submits the enclosed Application, seeking authority to offer interexchange telecommunications services to the public in the State of Florida. An original and seven (7) copies are provided. Please date stamp one (1) copy and return it in the postage-paid envelope provided.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Judith A. Riley".

Judith A. Riley

Enclosure

DOCUMENT NUMBER DATE
02588 MAR-08
FPSC-DOCUMENTATION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****
DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

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

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

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480.**

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:

XTENSION SERVICES INC.

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

SAME

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

**2912 LAKESIDE DRIVE
OKLAHOMA CITY, OK 73120**

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

**4614 W. SUNSET BLVD.
TAMPA, FL 33629**

6. Select type of business your company will be conducting (check all that apply):

Facilities-based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.

Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

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

8. **If individual**, provide:

Name:

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

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

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

(a) **The Florida Secretary of State Corporate Registration number:**
F01000004568

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

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

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

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

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

Name:

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

Internet E-Mail Address:

Internet Website Address:

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

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

15. Provide **F.E.I. Number** (if applicable): **59-3631156**

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes **No**

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

Name:

Title:

Address:

City/State/Zip:

Telephone No.: Fax No.:

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify) **OTHER CARRIERS**

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

(a) The application:

Name: JUDITH A. RILEY
Title: REGULATORY COUNSEL
Address: 2912 LAKESIDE DRIVE
City/State/Zip: OKLAHOMA CITY, OK 73120
Telephone No.: 405-755-8177 **Fax No.:** 405-755-8377
Internet E-Mail Address: jriley@telecompliance.net
Internet Website Address: www.telecompliance.net

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

Name: DAVID H. AMIS
Title: EXEC. VP, SECY & TREAS
Address: 4614 W. SUNSET BLVD.
City/State/Zip: TAMPA, FL 33629
Telephone No.: 813-831-8916 **Fax No.:** 813-835-6447
Internet E-Mail Address: damis@xtensionservices.com
Internet Website Address: www.xtensionservices.com

(c) Complaints/Inquiries from customers:

Name: DAVID H. AMIS
Title: EXEC. VP, SECY & TREAS
Address: 4614 W. SUNSET BLVD.
City/State/Zip: TAMPA, FL 33629
Telephone No.: 813-831-8916 **Fax No.:** 813-835-6447
Internet E-Mail Address: damis@xtensionservices.com
Internet Website Address: www.xtensionservices.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

ILLINOIS, CALIFORNIA, MICHIGAN, KANSAS, PENNSYLVANIA

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

KANSAS AND PENNSYLVANIA

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

MICHIGAN, ILLINOIS AND CALIFORNIA

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

NONE

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

NONE

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

NONE

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

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

NO

(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.

NO

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

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

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

Method of access is FGA

Method of access is FGB

✓ Method of access is FGD

Method of access is 800

- d. **MTS for pay telephone service providers**
- e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**
- f. **800 service (toll free)**
- g. **WATS type service (bulk or volume discount)**
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- h. **Private line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)
- I. **Travel service**
 - Method of access is 950
 - Method of access is 800
- j. **900 service**
- k. **Operator services**
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
 - Available to inmates.

1. **Services included are:**
 - Station assistance
 - Person-to-person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

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

ATTACHED

23. Submit the following:
 - A. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

ATTACHED

 - 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.

ATTACHED

 - 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.

**COMPANY WAS INCORPORATED IN MARCH 2000 THEREFORE
YEAR 2000 AND 2001 ARE ATTACHED ONLY. FINANCIAL
STATEMENTS ARE UNAUDITED.**

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

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

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

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

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Applicant will service the entire state of Florida. The financial statements attached hereto reflect more than adequate financial capability to provide the services proposed herein and to maintain said services.

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

Please see response to 1 above.

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

N/A

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

UTILITY OFFICIAL:

Print Name: DAVID H. AMIS

Signature: *David H. Amis*

Title: EXEC VP, SECY & TREAS.

Date: *3/5/02*

Telephone No.: 813-831-8916

Fax No.: 813-835-6447

Address: 4614 W. SUNSET BLVD., TAMPA, FL 33629

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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

UTILITY OFFICIAL:

Print Name:	DAVID H. AMIS	Signature:	<i>David H. Amis</i>
Title:	EXEC VP, SECY & TREAS.	Date:	<i>3/5/02</i>
Telephone No.:	813-831-8916	Fax No.:	813-835-6447
Address:	4614 W. SUNSET BLVD., TAMPA, FL 33629		

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 interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

UTILITY OFFICIAL:

Print Name: DAVID H. AMIS

Signature:

David H. Amis

Title: EXEC VP, SECY & TREAS.

Date:

3/5/02

Telephone No.: 813-831-8916

Fax No.:

813-835-6447

Address: 4614 W. SUNSET BLVD., TAMPA, FL 33629

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

INTRASTATE VOICE SERVICES INCIDENTAL TO THE PROVISION OF INTERSTATE VOICE SERVICES FOR ONE CUSTOMER. AS INTRASTATE TRAFFIC WAS PASSED TO US IN MID-DECEMBER 2001, WE BEGAN THIS CERTIFICATION PROCESS.

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

UTILITY OFFICIAL:

Print Name: DAVID H. AMIS

Signature:

David H. Amis

Title: EXEC VP, SECY & TREAS.

Date:

3/5/02

Telephone No.: 813-831-8916

Fax No.:

813-835-6447

Address: 4614 W. SUNSET BLVD., TAMPA, FL 33629

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Xtension Services Inc. with principal offices at 4614 W Sunset Blvd., Tampa, FL 33629. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

by:

**David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629**

CHECK SHEET

Sheets 1 through 31 inclusive of this tariff are effective as of the date shown at the bottom of each respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
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22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

Issued:

Effective:

by:

David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

CHECK SHEET (continued)

SHEET

30

31

REVISION

Original

Original

Issued:

Effective:

by:

David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	4
Alphabetical Index	5
Symbols	7
Tariff Format	8
Section 1 - Technical Terms and Abbreviations	9
Section 2 - Rules and Regulations	10
Section 3 - Description of Service	22
Section 4 - Rates	26
Section 5 – Specialized Service Arrangements	31

Issued:

Effective:

by:

David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

ALPHABETICAL INDEX

	<u>Section</u>
Advance Payments	2.9
Ancillary Charges	4.3
Billing and Charges	2.11
Calculation of Distance	3.2
Cancellation or Discontinuance of Service	2.5
Collection Costs	2.12
Customer Complaints and/or Billing Disputes	2.13
Customized Service Packages	5.1
Deposits	2.8
Description of Service	3
Directory Assistance	4.4
Finance Charge and Late Fee	4.6
General Rate Information	4.1
Interruption of Service	2.6
Liability of the Company	2.3
Minimum Call Completion Rate	3.3
Payphone Use Surcharge	4.5
Rates	4
Rate Schedules	4.2
Reconnection Charge	4.8
Reseller/Rebiller Certification	2.14
Responsibilities of the Customer or Subscriber	2.4
Restoration of Service	2.7
Return Check Charges	4.7
Rules and Regulations	2
Service Offerings	3.4
Special Promotional Offerings	3.5

Issued:

Effective:

by:

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Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

ALPHABETICAL INDEX (Continued)

	<u>Section</u>
Specialized Service Arrangements	5
Taxes	2.10
Technical Terms and Abbreviations	1
Timing of Calls	3.1
Undertaking of Xtension Services Inc.	2.1
Use and Limitations of Services	2.2

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4614 W Sunset Blvd.
Tampa, FL 33629

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting in a Reduction to a Customer's Bill
- T Change In Text or Regulation but no Change in Rate or Charge

Issued:

Effective:

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Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued:

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Tampa, FL 33629

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Xtension Services Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – Florida Public Service Commission.

Company, Carrier or XSI - Xtension Services Inc.

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued:

Effective:

by:

David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Xtension Services Inc.

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by XSI for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

2.1.1 The services provided by XSI are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by XSI and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of XSI.

Issued:

Effective:

by:

**David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629**

2. RULES AND REGULATIONS (continued)

2.1 Undertaking of Xtension Services Inc. (continued)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 XSI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of XSI's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of XSI's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 XSI does not transmit messages, but the services may be used for that purpose.

2.2.5 XSI's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

Issued:

Effective:

by:

**David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629**

2. RULES AND REGULATIONS (continued)

2.2 Use and Limitations of Services (continued)

2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.2.8 All facilities provided under this tariff are directly controlled by Xtension Services Inc. and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued:

Effective:

by:

**David H. Amis
Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629**

2. RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Effective:

by:

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Executive Vice-President and Secretary
4614 W Sunset Blvd.
Tampa, FL 33629**

2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by XSI on the Customer's behalf.
- 2.4.3 If required for the provision of XSI services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of XSI's services.

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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with XSI facilities or services, that the signals emitted into the XSI network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, XSI will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to XSI equipment, personnel, or the quality of service to other Customers, XSI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, XSI may, upon written notice, terminate the Customer's service.

2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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2. RULES AND REGULATIONS (continued)

2.4 Responsibilities of the Customer or Subscriber (continued)

2.4.7 The Customer must pay for the loss through theft of any XSI equipment installed at Customer's premises.

2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

2.5.1 Without incurring liability, XSI may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due XSI for more than twenty days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting XSI from furnishing its services.

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2. RULES AND REGULATIONS (continued)

2.5 Cancellation or Discontinuance of Services (continued)

2.5.2 Without incurring liability, XSI may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by XSI, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when XSI deems it necessary to take such action to prevent unlawful use of its service. XSI will restore service as soon as it can be provided without undue risk.

2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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2. RULES AND REGULATIONS (continued)

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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2. RULES AND REGULATIONS (continued)

2.6 Interruption of Service (continued)

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 720$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

XSI does not require customer deposits.

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2. RULES AND REGULATIONS (continued)

2.9 Advance Payments

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

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 XSI will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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2. RULES AND REGULATIONS (continued)

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact XSI's representatives 24 hours a day, 7 days a week at 1-800-570-2728, or by writing to Xtension Services Inc., Customer Service Division, 4614 W Sunset Blvd., Tampa, FL 33629

2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to XSI. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the XSI services set forth in this tariff must possess all certifications and authorizations required by the Florida Public Service Commission and all other pertinent authorities.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls****3.1.1 Chargeable Time**

The Customer's long distance usage charge is based on the actual usage of Xtension Services Inc.'s network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

3.1.2 Billing Increments

The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.

3.1.3 Rounding

All calls will be rounded to the second decimal place amount of a call charge.

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3. DESCRIPTION OF SERVICE (continued)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

VH			
Miami	8,351	529	
New York	4,997	1,406	
Difference	3,354	-879	

Square and add: 11,249,316 + 772,641 = 12,021,96

Divide by 10 and round: 12,021,96 / 10 = 1,202,195.70
= 1,202,196

Take square root and round: 1,202,196 = 1,096.4
= 1,097 miles

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3. DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Dedicated Access Services

XSI Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

3.4.1.1 Inbound Dedicated Service

XSI Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

3.4.1.1 Outbound Dedicated Service

XSI Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

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3. DESCRIPTION OF SERVICE (continued)

3.4 Service Offerings (continued)

3.4.2 Switched Access Services

XSI Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.2.1 Inbound Switched Service

XSI Inbound Switched Service receive inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.2.2 Outbound Switched Service

XSI Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

3.4.3 Private Line Services

XSI Private Line Services allows a customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

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SECTION 4 - RATES**4.1 General Rate Information****4.1.1 Call Duration**

Customer will maintain a call duration of greater than 18 seconds in length for at least 90% of Customer's total domestic calls. XSI shall charge all calls under 18 seconds in duration a minimum of one cent (\$0.01) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

4.1.2 RBOC – ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). XSI shall apply a surcharge of two cents (\$0.02) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, XSI may charge Customer a non-discountable \$0.02 charge for each non-billable call.

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4. RATES (continued)

4.2 Rate Schedules

4.2.1 Inbound Dedicated Service

Inbound Dedicated Service - \$0.065 per minute

4.2.2 Outbound Dedicated Service

Outbound Dedicated Service - \$0.064 per minute

4.2.3 Inbound Switched Service

Inbound Switched Service - \$0.085 per minute

4.2.4 Outbound Switched Service

Outbound Switched Service - \$0.084 per minute

4.2.5 Private Line Services

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

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4. RATES (continued)

4.3 Ancillary Charges

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
 PICC Surcharge:		
Primary Residential Line	\$00.00	\$ 00.00
Non-Primary Residential Line	\$00.00	\$ 00.00
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8XX SMS Fee (per active 8XX)	\$ 0.80	\$ 0.50
8XX Directory Assistance (per 8XX listed)	\$35.00	\$ 35.00
8XX Area Code Blocking	\$00.00	\$ 30.00
8XX DNIS Deliver (per order)	\$00.00	\$700.00
8XX ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8XX number by sending overflow calls to another 8XX trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment to receive.

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4. RATES (continued)

4.3 Ancillary Charges (continued)

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

4.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company’s network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.65

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4. RATES (continued)**4.5 Payphone Use Surcharge**

An undiscountable payphone use surcharge of \$.35 shall apply to each coinless call which Xtension Services Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Xtension Services Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Xtension Services Inc.'s service.

4.6 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

4.7 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

4.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS

5.1 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

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MANAGERIAL AND TECHNICAL CAPABILITY

JAMIE J. O'STEEN
10722 Oak Pond Circle
Charlotte, NC 28277
Residence: (704) 814-0880
Business: (704) 708-5919

BACKGROUND SUMMARY:

More than fifteen years of sales and management experience in the telecommunications industry.
Demonstrated ability and success in managing sales executives and deploying sales distribution channels.
Excellent product and industry knowledge and the ability to develop and deploy across markets programs.

CAREER HISTORY:

XTENSION SERVICES INC.

2000 to present

Part owner of a telecommunications company specializing in dedicated long distance services.

Univance Telecommunications, Charlotte, NC

1997 – 2000

Executive Vice President

Responsible for the overall management of retail, wholesale and agent sales programs.

- Negotiates and manages vendor and customer contracts.
- Directs the development and deployment of new products and services.
- Manages the development and implementation of sales distribution channels.

ICG Telecom Group, Denver, CO

1992 - 1997

Southeast Regional Manager - Agency Sales

Directed the development and deployment of ICG's agency sales program in the Southeast

- Obtained and directed the resources necessary to open a new agency sales office in Charlotte, N.C.
- Achieved 128% of quota in the first 45 days of business.
- Developed and implemented the business plan for agent recruitment and development in the Southeast.

Regional Carrier Account Manager

Managed ICG's market development and revenue generation for the carrier sector of business in the US West region.

- Obtained 400% of special access quota and 110% of switched access quota in 1997.
- Member of the 1996 Achievers Club for achieving 100% of annual quota.
- Member of the 1996 President's Club for achieving 100% of quarterly quota and 120% of annual quota.

- Obtained the highest annual monthly recurring revenue for a Regional Account Manger each year in the past five years at ICG.
- Managed 8.5% of ICG Telecom's billed revenue for the 1996 fiscal year.

Internet Communications Corp., Denver, CO

1989 - 1992

Vice President of Technical Services

Managed the overall direction of the company's technical resources including Carrier Operations, Network Engineering, Field Engineering, Customer Service, Network Operations, Installation and Maintenance.

- Accountability for a \$3.6 million dollar operating budget and a \$4.0 million dollar capital budget.
- Aligned the priorities of Technical Services with the company objectives.
- Provided analysis of the effectiveness of currently employed technologies; forecasted and planned cost effective migration to newer technologies.
- Developed and implemented long-range business plans and departmental policies.

First Financial Management Corporation, Denver, CO

1984 - 1989

Director of Network Systems

Profit and loss responsibility for FFMC's networking systems located in twenty-six states with data centers in Denver, San Diego, Chicago and Wichita. This included Network Operations, Engineering, Installation and Maintenance.

- Provided financial and operational accountability for networks that generated \$12 million in annual revenues.
- Directed and restructured the Network Systems department, which resulted in a turn-around from negative margin to a pre-tax net income of \$3 million on \$12 million in revenues.
- Developed and analyzed on a monthly basis corporate and branch operating budgets and capital expenses to effectively meet the company objectives within fiscal constraints.
- Developed long-term strategical plans to ensure that network capacity met current and future requirements. This included the planning for remote hardware and communications facilities; development and implementation of methodologies for analysis, installation coordination, and maintenance.

ACADEMIC TRAINING:

BSEE	Clemson University
MSEE	Syracuse University

SECURITY CLEARANCE:

Secret (issued by DOD)

DAVID H. AMIS, CPA

4614 W. Sunset Blvd, Tampa, Florida 33611
Home: (813) 831-8916 Office: (813) 209-3405

XTENSION SERVICES INC. 2000 to present

Part owner of a telecommunications company specializing in dedicated long distance services.

GTE, Stamford, CT, 1983-1989, Bermuda, 1989-1992 and Tampa, FL, 1992 to 2000

GTE located in Stamford, CT is an \$25.5 billion company operating in 46 states and 41 countries.

GTE REinsurance Company Ltd. located in Bermuda reinsures property, casualty and life policies covering GTE's global operations. GTE RE also has written major business with 200 accounts throughout the world and was ranked within the top 50 property and casualty reinsurers worldwide.

GTE Telecom located in Tampa, FL is a provider of long-distance services serving domestic and off-shore markets. Business thrust is in providing major long-distance providers--ATT, MCI WorldCom, Williams--capacity, addressing the specific needs of the New York financial community and international switching companies.

GTE Telecom

- **Director of International Market Operations, October 1999 to March 2000,**
- **Director of Carrier Sales, January 1999 to September 1999,**
- **Director of Marketing and Business Development, January 1997 to December 1998**
- **Controller, 1992 to January 1997**

GTE Telecom with revenues of \$55 million was established in early 1992 by bringing together GTE's various operations in the long-distance market. All combined the units had lost \$13 million in 1991. Due to substantial restructuring activities, a focus on growing revenue on high margin product and the out-sourcing of key functions, revenue of \$96 million and net income of \$8 million was achieved in 1999.

For the first four years with Telecom, I was responsible for the traditional duties associated with a Controller. In 1997, I took on the Company's marketing and business development activities. In 1998, on special assignment, I assumed a sales and marketing role to presell a new national fiber optic network being developed by GTE. As a result of my success, I was asked to establish a new sales force in 1999 specifically to market the new network to the carrier and ISP communities. In October of 1999, I took on the responsibility of building an International business. Specific contributions over the past eight years include:

- Developed and implemented a three prong approach to driving International revenue growth. Annual run rate after four months is in the job in excess of \$7 million.
- Negotiated contracts with vendors resulting in 13% reduction in variable costs improving margins and providing greater opportunities for the sales force.
- Staffed a national sales force of 12 seasoned professionals. In 12 months achieved an annual run rate of \$14 million.
- Implemented a sales programs to blitz key carrier accounts. Responsible for signing \$11 million of new business in 1998 while on special assignment.
- Structured product offerings to focus on value-added activities to improve margin.
- Developed product pricing strategy to assure existing contracts were kept in tact, protecting a \$500 thousand monthly revenue stream.
- Developed, implemented and tracked promotions contributing \$1 million of incremental margin.

In the areas of finance, I focused on ways to improve our planning capabilities, reduce costs and improve cash flow. Central to this effort was improving cooperation between the finance organization and other groups within the Company.

- Developed and implemented a strategy to out-source major functions such as accounting, legal, and human resources, saving over \$1 million annually.

- Revamped the entire financial planning process bringing operating management more into the process. Central to such effort was identifying their needs so as to provide them with timely, insightful analyses.
- Took actions to improve the accuracy of our bills. Developed a program to enhance our invoices providing customers additional information. Such improvements provided us a competitive advantage.
- Took measures to gain greater control over the allocation of capital dollars. New processes ensure investments decisions reflect both market and financial considerations and are consistent with our overall direction and within our means.

CHIEF FINANCIAL OFFICER, GTE REinsurance Company, 1989-1992

GTE REinsurance has \$600 million in assets and a \$480 million investment portfolio. Premium income is \$80 million. I directed an accounting staff of 15, a treasury staff of 4 and 7 in MIS.

I was responsible for assuring a strong control environment, being ultimately responsible for the integrity of the Company's financial statement. Key to the role was the development of budgets and plans so as to assure the Company's attainment of specific performance targets.

- My leadership accelerated the implementation of advanced management information systems that resulted in substantial labor savings.
- Successfully negotiated with auditors the quantification of environmental losses and disclosure required to assure a clean opinion. Established a \$41 million reserve.
- Rationalized management of a \$480 million investment portfolio increasing yield 65 basis points. Benefits totaled \$3.1 million annually.
- Directed a major review of the process wherein casualty loss data is collected and analyzed. Corrective actions eliminated severe duplication of resources and enhanced control over several hundred million dollars of casualty claims.

GTE Corporate Office, 1983-1989

- **Manager of Financial Analysis, Controller's Department 1988-1989**
- **Manager of Treasury Services and Administration, Treasury Department, 1985-1987**
- **Senior Administrator, Treasury Department, 1983-1985**
- Prepared 25-30 speeches per year given by GTE's COO and CFO. Made certain their analysis was insightful.
- Directed the budget process for a \$200 million service corporation. Cut expenses \$15 million. Improved communications of pertinent financial information to management.
- Implemented a state-of-the-art payroll system for GTE Service Corporation paying employees in 25 locations.
- As Assistant Treasurer of GTE Leasing, negotiated and placed \$60 million in bank financing.
- Developed consolidated financing plan. Analyzed pension funding practices

The Penn Central Corporation, New York, NY, 1980 to 1983

Held three increasingly responsible positions in corporate accounting, financial analysis and strategic planning. Subsidiaries included Arvida Development, General Cable, Marathon Manufacturing, Six Flags Amusement Parks and Buckeye Petroleum. Made contributions in capital expenditure analysis and acquisition reviews. Prepared 10-Q and 10-K filings. Reviewed subsidiary strategic plan submissions and developed corporate growth options.

Early Experience With Caltex Petroleum Corp., 1979-80 and Redman Industries, 1976-1977

Gained high intensity experience in accounting and internal auditing with companies in the energy and mobile home industries.

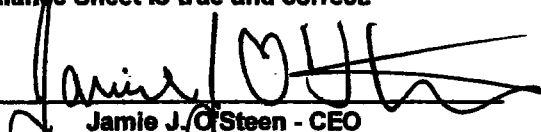
EDUCATION: MBA degree in Finance and Operations Management from University of North Carolina at Chapel Hill, 1979. Bachelor of Science degree in Accounting, Louisiana State University, 1976. Texas Certified Public Accountant.

UNAUDITED FINANCIAL STATEMENTS
FOR YEARS ENDING DECEMBER 31, 2000 AND 2001

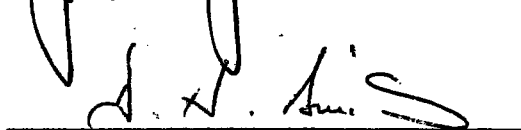
**Xtension Services Inc.
Balance Sheet
As of December 31, 2001**

	<u>2001</u>	<u>2000</u>
ASSETS		
Current Assets		
Checking/Savings	509,539	79,251
Accounts Receivable	805,131	173,483
Other Current Assets	34,800	40,210
Total Current Assets	<u>1,349,470</u>	<u>292,944</u>
Other Assets	996	1,206
TOTAL ASSETS	<u><u>1,350,466</u></u>	<u><u>294,150</u></u>
 LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	707,236	144,378
Other Current Liabilities	456,303	128,834
Total Current Liabilities	<u>1,163,539</u>	<u>273,212</u>
Total Liabilities	1,163,539	273,212
Equity	<u>186,927</u>	<u>20,937</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,350,466</u></u>	<u><u>294,149</u></u>

This Balance Sheet is true and correct.



Jamie J. C. Steen - CEO

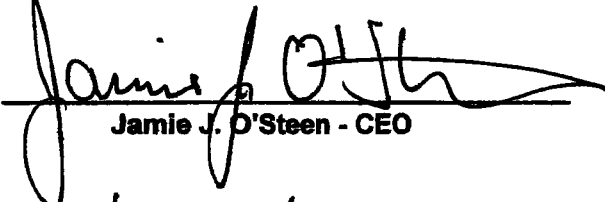


David H. Amis - CFO

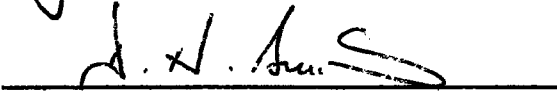
**Xtension Services Inc.
Profit & Loss**

	2001	2000
Revenue	7,428,739	826,166
Cost of Goods Sold		
Purchased Communication	5,491,526	622,840
Agent Commissions	344,801	19,759
Billing Expense	147,475	20,000
Total COGS	5,983,802	662,599
Gross Profit	1,444,937	163,567
Expense		
General & Administrative	57,210	8,771
Payroll Expense	507,026	62,969
Office Expense	18,572	4,395
Total Expense	582,808	76,135
Net Ordinary Income	862,129	87,432
Interest/Other Income	50,889	4,512
Interest Expense	1,028	6
Net Other Income	49,861	4,506
Net Income	911,990	91,938

This Profit & Loss Statements is true and correct.



 Jamie J. O'Steen - CEO

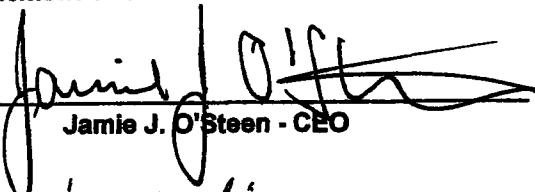


 David H. Amis - CFO

**Xtension Services Inc.
Statement of Shareholders' Investment**

	<u>2001</u>	<u>2000</u>
Common Stock		
Beginning of Period	1,000	-
Issuance of Shares	<u>-</u>	<u>1,000</u>
End of Period	<u>1,000</u>	<u>1,000</u>
Retained Earnings		
Beginning of Period	19,937	-
Net Income	911,990	91,938
Dividends	<u>(746,000)</u>	<u>(72,001)</u>
End of Period	<u>185,927</u>	<u>19,937</u>
Total Equity	<u><u>186,927</u></u>	<u><u>20,937</u></u>

This Statement of Shareholders' Investment is true and correct.



 Jamie J. O'Steen - CEO



 David H. Amis - CFO