

ORIGINAL

021194-TX

1385 Weber Industrial Drive
Cumming, GA 30041

T 678.455.2770
F 770.844.0845



Symtelco, LLC

www.symtelco.com

November 27, 2002

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

Please find attached the Florida PSC ALEC application for Symtelco, LLC. As requested, included are six copies of the application and price list and the \$250.00 filing fee.

Sincerely,

Greg Hogan
President

Check received by the Commission forwarded
to Fiscal for deposit. Please to forward
deposit information to Records.

Initials of person who forwarded check:

02 NOV 27 PM 1:23
DISTRIBUTION CENTER

COMMISSION
CLERK

02 NOV 27 PM 1:52

RECEIVED - PSC

02 NOV 27 AM 10:22

DISTRIBUTION CENTER

13054 NOV 27 08

FPSC-COMMISSION CLERK

021194-TX

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

Instructions

This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).

Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.

Use a separate sheet for each answer which will not fit the allotted space.

Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

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

If you have questions about completing the form, contact:

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

APPLICATION

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

- (X) **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:

Symtelco, LLC

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

Symtelco

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

1385 Weber Industrial Drive
Cuming, GA 30041

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

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

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
(X) Other Limited Liability Corporation

7. If individual, provide:

Name: Not Applicable

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:

Not Applicable

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

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

M02000003125

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:

Not Applicable

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

(a) The Florida Secretary of State registration number:

Not Applicable

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

Name: Not Applicable

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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: Not Applicable

14. Provide F.E.I. Number(if applicable): 020642431

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

(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.

Frank T. Zimmerer, Interstate Telecommunicaions Inc., President

Sandra Clay, Interstate Telecommunications, Inc., Vice President

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

(a) The application:

Name: Greg Hogan

Title: President

Address: 1385 Weber Industrial Drive

City/State/Zip: Cumming, GA 30041

Telephone No.: (678) 455-2770 Fax No.: (770) 844-0845

Internet E-Mail Address: ghogan@symtelcom.com

Internet Website Address: www.symtelco.com (under development)

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

Name: Greg Hogan - all information as listed above
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____
Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Greg Hogan - all information as listed above
Title: _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____
Internet Website Address: _____

17. List the states in which the applicant:

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

None

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

Georgia

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

None

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

None

(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

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.

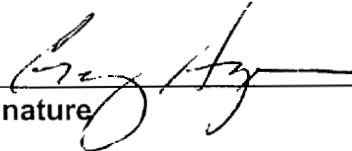
THIS PAGE MUST BE COMPLETED AND SIGNED

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:

Greg Hogan
Print Name


Signature

President
Title

November 25, 2002
Date

(678) 455-2770
Telephone No.

(770) 844-0845
Fax No.

Address: 1395 Weber Industrial Drive
Cumming, GA 30041

THIS PAGE MUST BE COMPLETED AND SIGNED

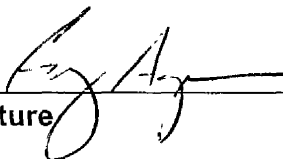
AFFIDAVIT

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:

Greg Hogan
Print Name


Signature

President
Title

November 25, 2002
Date

(678) 455-2770
Telephone No.

(770) 844-0845
Fax No.

Address: 1385 Weber Industrial Drive
Cumming, GA 30041

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>None</u> _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) <u>None</u> _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>None</u> _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Exhibit A

Managerial Qualifications of Applicant

Greg Hogan- President

Greg Hogan has been involved in the telecommunications industry since 1979 with executive level management experience in all facets of product management, customer support, sales, marketing, and business development. Prior to joining Symtelco he spent the past eighteen months as the Director of Sales and Marketing with Ernest Communications, a UNE-P based competitive local exchange company serving niche based business customers in over twenty states. While at Ernest Communications, Hogan oversaw the company's doubling in size and implemented progressive customer support practices to insure each customer's unique needs and demands were not lost in the company's rapid expansion. Prior to his tenure at Ernest, he served in various sales, marketing and product management functions for nine years at Protel, Inc., most recently serving as Vice President of Sales and Marketing for North America. Protel, based in Lakeland Florida is North America's largest provider to public telephones providing payphones to Bell Operating companies and small business owners alike. In his capacity at Protel, he oversaw all business development negotiations with Bell Operating Companies, Incumbent LECs, Operator Service Providers and Interexchange long distance companies. Hogan is active in the responsible growth of the telecommunications industry having served on the Board of Directors of the American Public Communications Council and the Texas Payphone Association. Additionally he has served on a number of task forces dealing with business and consumer issues such as the Canadian Standards Association task force to develop payphone keypads to more easily accommodate use by persons with limited mobility and sight or hearing impairment.

Frank Zimmerer-Secretary

Frank T. Zimmerer is currently President of Interstate Telecommunications, Inc. He has over 30 years experience in the telecommunications industry. His career began with management positions with AT&T and New Jersey Bell Telephone. From there he was employed in various sales, operations and management positions with several telecommunications manufacturing and service companies. His last position prior to establishing Interstate was as Executive Vice President of Phillips and Brooks / Gladwin, a national telecommunications supply and service company. He has been President and one of the founding principals of Interstate since September 1991.

Managerial Qualifications of Applicant (continued)

Sandra Clay-Treasurer

Sandra Clay is currently Vice President of Interstate Telecommunications, Inc. She has over 32 years experience in the telecommunications industry. She started her telecommunications career with Southwestern Bell Telephone and later transferred to Pacific Bell Telephone. She held various management positions before accepting a retirement package as Operations Manager. She is one of the founding principals of Interstate and has been Vice President and a Director since 1991. Sandra is one of the six recipients of the 2002 Asian Women in Business Leadership awards.

Exhibit B

Technical Qualifications of Applicant

The Applicant will provide services via UNE-P and resell. The applicant does not intend to offer any services requiring the installation or operation of any facilities that would require extensive technical knowledge and experience. Each of the principals, in addition to their extensive managerial experience, has an excellent working knowledge of the public switched telephone network and the related services that Applicant will be offering. Greg Hogan will be the primary technical support person during the start up process. During his career he has worked in a technical capacity as a technical support specialist, product manager and trainer. He is familiar with the various network components and their interaction relating to the provision of telephone services.

Exhibit C

Financial Capability

The Applicant company was formed in September 2002 for the primary purpose of supplying ALEC services initially in Georgia and Florida. The Applicant does not have financial statements to present at this time. Three-year Proforma Financial Statements are provided including Income Statement, Balance Sheet and Cash Flow projections.

The Applicant proposes to begin offering service primarily to selected payphone providers within the major metropolitan areas expanding to business and residential customers as growth permits. Because of the company's close relationships and extensive knowledge in the payphone market, Symtelco will be able to attract payphone provider companies to its services. Because Symtelco will be making exchange service available on a resale basis only, customer support operations can be expanded quickly and economically to meet the requirements of Symtelco customers while maintaining the financial obligations of the Company.

1. Capacity to meet obligations relating to geographic service area.

The Applicant is negotiating interconnection agreements with BellSouth, Verizon and Sprint and intends to offer service in those areas only under the UNE-P and resale provisions of those agreements. Included in those agreements is the provision for these companies to provide all physical facilities and labor to install and operate facilities.

2. Capacity to meet obligations related to the requested service.

The Applicant is negotiating interconnection agreements with BellSouth, Verizon and Sprint and intends to offer only those services available under the UNE-P and resale provisions of those agreements. Long distance services will be offered under the same arrangements with a Florida PSC certified IXC yet to be selected.

3. Capacity to meet the obligations related to the company's lease and ownership obligations.

The Applicant occupies office space owned by two members of the LLC. There is no rent obligation to the Applicant company. There is no debt obligation of the company to ownership and ownership expects to recognize profits as indicated in the proforma financial statements.

Symtelco, LLC
1385 Weber Industrial Drive
Cumming, GA 30041

Proforma Financial Statements
2003-2005

Income Statement	<u>2003</u>	<u>2004</u>	<u>2005</u>
Sales			
Business	801	1,476	1,743
Residential	180	546	652
Total Sales	981	2,022	2,395
Cost of Goods Sold	437	1,093	1,108
Gross Margin	544	929	1,287
General Expenses	298	606	938
Contribution	246	323	349
Balance Sheet	<u>2003</u>	<u>2004</u>	<u>2005</u>
Cash	108	533	882
Receivables	137	200	200
Equipment	25	33	50
Total Assets	270	766	1,132
Accounts Payable	14	38	42
Member Equity	256	728	1,090
Total Liabilities and Member Equity	270	766	1,132
Statement of Cash Flow	<u>2003</u>	<u>2004</u>	<u>2005</u>
Cash from Operations	108	533	882

Syntelco, LLC
1385 Weber Industrial Drive
Cumming, GA 30041

Proforma Cash Flow Projections 2003

	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	YTD	
Sales by Number of Local Exchange Access Line														
National Payphone Accounts	250	500	900	1,200	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	
Other Payphone	-	-	50	200	275	350	425	500	575	625	700	775	775	
Business	-	-	25	50	75	100	175	250	325	400	475	550	550	
Residential	-	-	-	50	100	150	250	350	450	550	650	750	750	
Total Unit Sales by Line	250	500	975	1,500	1,850	2,000	2,250	2,500	2,750	2,975	3,225	3,475		
Sales in Dollars														
Billed Revenue per Line	\$35.00	\$ 8,750	\$ 17,500	\$ 34,125	\$ 52,500	\$ 64,750	\$ 70,000	\$ 78,750	\$ 87,500	\$ 96,250	\$ 104,125	\$ 112,875	\$ 121,625	\$ 848,750
Billed Access per line (1)	\$7.00	\$ 1,750	\$ 3,500	\$ 6,676	\$ 9,853	\$ 11,804	\$ 12,355	\$ 12,959	\$ 13,563	\$ 14,166	\$ 14,595	\$ 15,199	\$ 15,803	\$ 132,221
Total Sales in Dollars	\$ 10,500	\$ 21,000	\$ 40,801	\$ 62,353	\$ 76,554	\$ 82,355	\$ 91,709	\$ 101,063	\$ 110,416	\$ 118,720	\$ 128,074	\$ 137,428	\$ 980,971	
Cost of Services Sold	\$18.02	\$ 4,504	\$ 9,009	\$ 17,567	\$ 27,026	\$ 33,331	\$ 36,034	\$ 40,538	\$ 45,043	\$ 49,547	\$ 53,601	\$ 58,105	\$ 62,609	\$ 436,912
Gross Profit	\$ 5,996	\$ 11,992	\$ 23,235	\$ 35,327	\$ 43,222	\$ 46,321	\$ 51,171	\$ 56,020	\$ 60,870	\$ 65,119	\$ 69,969	\$ 74,818	\$ 544,059	
Expenses														
Cost of Sales	\$ -	\$ -	\$ 250	\$ 900	\$ 1,438	\$ 1,975	\$ 3,113	\$ 4,250	\$ 5,388	\$ 6,488	\$ 7,625	\$ 8,763	\$ 40,188	
Salaries	\$ 13,000	\$ 13,000	\$ 13,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 207,000	
G&A	\$ 2,000	\$ 2,000	\$ 2,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 51,000	
Total Expenses	15,000	15,000	15,250	21,900	22,438	22,975	28,113	29,250	30,388	31,488	32,625	33,763	\$ 298,188	
Net Profit	\$ (9,004)	\$ (3,009)	\$ 7,985	\$ 13,427	\$ 20,785	\$ 23,346	\$ 23,058	\$ 26,770	\$ 30,482	\$ 33,632	\$ 37,344	\$ 41,056	\$ 245,872	
Cash Flow														
Open Balance	\$ -	\$ (19,504)	\$ (33,013)	\$ (44,829)	\$ (52,954)	\$ (46,370)	\$ (28,825)	\$ (15,121)	\$ 2,295	\$ 23,423	\$ 48,752	\$ 76,742		
Cash from Sales	\$ -	\$ 10,500	\$ 21,000	\$ 40,801	\$ 62,353	\$ 76,554	\$ 82,355	\$ 91,709	\$ 101,063	\$ 110,416	\$ 118,720	\$ 128,074		
Cash - Expenses	\$ (15,000)	\$ (15,000)	\$ (15,250)	\$ (21,900)	\$ (22,438)	\$ (22,975)	\$ (28,113)	\$ (29,250)	\$ (30,388)	\$ (31,488)	\$ (32,625)	\$ (33,763)		
Cash - COG	\$ (4,504)	\$ (9,009)	\$ (17,567)	\$ (27,026)	\$ (33,331)	\$ (36,034)	\$ (40,538)	\$ (45,043)	\$ (49,547)	\$ (53,601)	\$ (58,105)	\$ (62,609)		
Closing Cash	\$ (19,504)	\$ (33,013)	\$ (44,829)	\$ (52,954)	\$ (46,370)	\$ (28,825)	\$ (15,121)	\$ 2,295	\$ 23,423	\$ 48,752	\$ 76,742	\$ 108,444		
Accounts Receivable														
Open A/R Balance	\$ -	\$ 10,500	\$ 21,000	\$ 40,801	\$ 62,353	\$ 76,554	\$ 82,355	\$ 91,709	\$ 101,063	\$ 110,416	\$ 118,720	\$ 128,074		
New Sales	\$ 10,500	\$ 21,000	\$ 40,801	\$ 62,353	\$ 76,554	\$ 82,355	\$ 91,709	\$ 101,063	\$ 110,416	\$ 118,720	\$ 128,074	\$ 137,428		
Cash from Sales	\$ -	\$ (10,500)	\$ (21,000)	\$ (40,801)	\$ (62,353)	\$ (76,554)	\$ (82,355)	\$ (91,709)	\$ (101,063)	\$ (110,416)	\$ (118,720)	\$ (128,074)		
Closing A/R Balance	\$ 10,500	\$ 21,000	\$ 40,801	\$ 62,353	\$ 76,554	\$ 82,355	\$ 91,709	\$ 101,063	\$ 110,416	\$ 118,720	\$ 128,074	\$ 137,428		
Accounts Payable														
Open A/P Balance	\$ -	\$ 2,000	\$ 2,000	\$ 2,250	\$ 5,900	\$ 6,438	\$ 6,975	\$ 8,113	\$ 9,250	\$ 10,388	\$ 11,488	\$ 12,625		
Billed for Services	\$ 4,504	\$ 9,009	\$ 17,567	\$ 27,026	\$ 33,331	\$ 36,034	\$ 40,538	\$ 45,043	\$ 49,547	\$ 53,601	\$ 58,105	\$ 62,609		
Expense Items	\$ 15,000	\$ 15,000	\$ 15,250	\$ 21,900	\$ 22,438	\$ 22,975	\$ 28,113	\$ 29,250	\$ 30,388	\$ 31,488	\$ 32,625	\$ 33,763		
Cost of Services Billed	\$ (4,504)	\$ (9,009)	\$ (17,567)	\$ (27,026)	\$ (33,331)	\$ (36,034)	\$ (40,538)	\$ (45,043)	\$ (49,547)	\$ (53,601)	\$ (58,105)	\$ (62,609)		
Expenses Paid	\$ (13,000)	\$ (15,000)	\$ (15,000)	\$ (18,250)	\$ (21,900)	\$ (22,438)	\$ (26,975)	\$ (28,113)	\$ (29,250)	\$ (30,388)	\$ (31,488)	\$ (32,625)		
Closing A/P Balance	\$ 2,000	\$ 2,000	\$ 2,250	\$ 5,900	\$ 6,438	\$ 6,975	\$ 8,113	\$ 9,250	\$ 10,388	\$ 11,488	\$ 12,625	\$ 13,763		

Symtelco, LLC
1385 Weber Industrial Drive
Cumming, GA 30041

Proforma Cash Flow Projections 2004

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	YTD	
Sales by Number of Local Exchange Access Line														
National Payphone Accounts	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	
Other Payphone	775	825	875	925	975	1,025	1,075	1,125	1,175	1,225	1,275	1,325	1,325	
Business	550	600	650	700	750	800	850	900	950	1,000	1,050	1,100	1,100	
Residential	750	800	850	900	950	1,000	1,050	1,100	1,150	1,200	1,250	1,300	1,300	
Total Unit Sales by Line	3,475	3,625	3,775	3,925	4,075	4,225	4,375	4,525	4,675	4,825	4,975	5,125		
Sales in Dollars														
Billed Revenue per Line	\$35 00	\$ 121,625	\$ 126,875	\$ 132,125	\$ 137,375	\$ 142,625	\$ 147,875	\$ 153,125	\$ 158,375	\$ 163,625	\$ 168,875	\$ 174,125	\$ 179,375	\$ 1,806,000
Billed Access per line (1)	\$7 00	\$ 15,803	\$ 16,205	\$ 16,608	\$ 17,010	\$ 17,413	\$ 17,815	\$ 18,218	\$ 18,620	\$ 19,023	\$ 19,425	\$ 19,828	\$ 20,230	\$ 216,195
Total Sales in Dollars	\$ 137,428	\$ 143,080	\$ 148,733	\$ 154,385	\$ 160,038	\$ 165,690	\$ 171,343	\$ 176,995	\$ 182,648	\$ 188,300	\$ 193,953	\$ 199,605	\$ 2,022,195	
Cost of Services Sold	\$18 02	\$ 62,609	\$ 65,312	\$ 68,014	\$ 70,717	\$ 73,419	\$ 76,122	\$ 78,824	\$ 81,527	\$ 84,229	\$ 86,932	\$ 89,635	\$ 92,337	\$ 929,677
Gross Profit	\$ 74,818	\$ 77,768	\$ 80,718	\$ 83,668	\$ 86,618	\$ 89,568	\$ 92,518	\$ 95,468	\$ 98,418	\$ 101,368	\$ 104,318	\$ 107,268	\$ 1,092,518	
Expenses														
Cost of Sales	\$ 8,763	\$ 9,438	\$ 10,113	\$ 10,788	\$ 11,463	\$ 12,138	\$ 12,813	\$ 13,488	\$ 14,163	\$ 14,838	\$ 15,513	\$ 16,188	\$ 149,700	
Salaries	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 360,000	
G&A	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
Total Expenses	46,763	47,438	48,113	48,788	49,463	50,138	50,813	51,488	52,163	52,838	53,513	54,188	\$ 605,700	
Net Profit	\$ 28,056	\$ 30,331	\$ 32,606	\$ 34,881	\$ 37,156	\$ 39,431	\$ 41,706	\$ 43,981	\$ 46,256	\$ 48,530	\$ 50,805	\$ 53,080	\$ 486,818	
Cash Flow														
Open Balance	\$ 108,444	\$ 136,500	\$ 161,179	\$ 188,132	\$ 217,360	\$ 248,864	\$ 282,642	\$ 318,695	\$ 357,023	\$ 397,626	\$ 440,504	\$ 485,657		
Cash from Sales	\$ 137,428	\$ 137,428	\$ 143,080	\$ 148,733	\$ 154,385	\$ 160,038	\$ 165,690	\$ 171,343	\$ 176,995	\$ 182,648	\$ 188,300	\$ 193,953	\$ 193,953	
Cash - Expenses	\$ (46,763)	\$ (47,438)	\$ (48,113)	\$ (48,788)	\$ (49,463)	\$ (50,138)	\$ (50,813)	\$ (51,488)	\$ (52,163)	\$ (52,838)	\$ (53,513)	\$ (54,188)	\$ (54,188)	
Cash - COG	\$ (62,609)	\$ (65,312)	\$ (68,014)	\$ (70,717)	\$ (73,419)	\$ (76,122)	\$ (78,824)	\$ (81,527)	\$ (84,229)	\$ (86,932)	\$ (89,635)	\$ (92,337)	\$ (92,337)	
Closing Cash	\$ 136,500	\$ 161,179	\$ 188,132	\$ 217,360	\$ 248,864	\$ 282,642	\$ 318,695	\$ 357,023	\$ 397,626	\$ 440,504	\$ 485,657	\$ 533,085		
Accounts Receivable														
Open A/R Balance	\$ 137,428	\$ 137,428	\$ 143,080	\$ 148,733	\$ 154,385	\$ 160,038	\$ 165,690	\$ 171,343	\$ 176,995	\$ 182,648	\$ 188,300	\$ 193,953	\$ 193,953	
New Sales	\$ 137,428	\$ 143,080	\$ 148,733	\$ 154,385	\$ 160,038	\$ 165,690	\$ 171,343	\$ 176,995	\$ 182,648	\$ 188,300	\$ 193,953	\$ 199,605	\$ 199,605	
Cash from Sales	\$ (137,428)	\$ (137,428)	\$ (143,080)	\$ (148,733)	\$ (154,385)	\$ (160,038)	\$ (165,690)	\$ (171,343)	\$ (176,995)	\$ (182,648)	\$ (188,300)	\$ (193,953)	\$ (193,953)	
Closing A/R Balance	\$ 137,428	\$ 143,080	\$ 148,733	\$ 154,385	\$ 160,038	\$ 165,690	\$ 171,343	\$ 176,995	\$ 182,648	\$ 188,300	\$ 193,953	\$ 199,605		
Accounts Payable														
Open A/P Balance	\$ 13,763	\$ 30,526	\$ 31,201	\$ 31,876	\$ 32,551	\$ 33,226	\$ 33,901	\$ 34,575	\$ 35,250	\$ 35,925	\$ 36,600	\$ 37,275	\$ 37,275	
Billed for Services	\$ 62,609	\$ 65,312	\$ 68,014	\$ 70,717	\$ 73,419	\$ 76,122	\$ 78,824	\$ 81,527	\$ 84,229	\$ 86,932	\$ 89,635	\$ 92,337	\$ 92,337	
Expense Items	\$ 46,763	\$ 47,438	\$ 48,113	\$ 48,788	\$ 49,463	\$ 50,138	\$ 50,813	\$ 51,488	\$ 52,163	\$ 52,838	\$ 53,513	\$ 54,188	\$ 54,188	
Cost of Services Billed	\$ (62,609)	\$ (65,312)	\$ (68,014)	\$ (70,717)	\$ (73,419)	\$ (76,122)	\$ (78,824)	\$ (81,527)	\$ (84,229)	\$ (86,932)	\$ (89,635)	\$ (92,337)	\$ (92,337)	
Expenses Paid	\$ (30,000)	\$ (46,763)	\$ (47,438)	\$ (48,113)	\$ (48,788)	\$ (49,463)	\$ (50,138)	\$ (50,813)	\$ (51,488)	\$ (52,163)	\$ (52,838)	\$ (53,513)	\$ (53,513)	
Closing A/P Balance	\$ 30,526	\$ 31,201	\$ 31,876	\$ 32,551	\$ 33,226	\$ 33,901	\$ 34,575	\$ 35,250	\$ 35,925	\$ 36,600	\$ 37,275	\$ 37,950		

Symtelco, LLC

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunication services provided by Symtelco, LLC with principal offices at 1385 Weber Industrial Drive, Cumming, GA 30041. This price list applies for services furnished within the state of Florida. This price list 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 DATE: December 1, 2002
By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date shown at the bottom of this page.

<u>Page</u>	<u>Number of Revisions Except as Indicated</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
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ISSUED DATE: December 1, 2002
By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

CHECK SHEET (continued)

41	Original
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45	Original
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48	Original
49	Original
50	Original
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52	Original
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57	Original
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63	Original
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65	Original
66	Original
67	Original
68	Original

All material in this Price List is new.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

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EXPLANATION OF SYMBOLS

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

- (C) Changed rule or regulation
- (D) Discontinued rule or regulation
- (E) Correction
- (F) Change in Format, lettering or numbering
- (I) Increased Rate
- (M) Moved text or section without change
- (N) New rate or regulation
- (P) Change in practice
- (R) Reduced rate
- (T) Change in text but no change in rate or regulation

Check Sheets – When a price list filing is made with the FPCS, an updated check sheet accompanies the price list filing.

Sheet Numbering and Revision Levels – sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right hand corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

ISSUED DATE. December 1, 2002
By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in the Price List, shall have the meanings set forth below:

Auto Redial – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Busy Redial – Enables the customer to retry a busy line on demand. When a caller receives a busy condition, the service will automatically play an announcement offering the caller the option of having the service complete the call when the called line becomes available. If the caller activates the Busy Connect service, the status of the called party's line will be monitored for thirty minutes and the call completed when the line is available.

Call Blocker – Enables the customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add that number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming call to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone keypad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Call Forwarding-Don't Answer - Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

ISSUED DATE: December 1, 2002

By:

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Proposed Effective: January 1, 2003

1. DEFINITIONS AND ABBREVIATIONS (continued)

Call return - Enables a customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

Call Tracing – Enables a customer to initiate an automatic trace of the last call received.

Call Transfer Disconnect - Enables business customers to add on another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect cannot be used to expand a calling scope and is, therefore, not available to customers subscribing to an optional flat-rate local, toll or expanded calling plans. Call Transfer Disconnect cannot be used to avoid toll charges. Call Transfer Disconnect customers are responsible for any toll or other charges associated with calls they originate.

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 by the caller.

Call Waiting ID Options – Allows Call Waiting ID customer to identify the name and/or number of an incoming call when already talking on the telephone and receive another phone call on customers CPE. The customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the customers CPE as menu options

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Caller ID-Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their numbering code prior to placing the call.

Caller ID-Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Caller ID on Call Waiting – Allows for the display of the name or number of a caller when the user is already talking on the telephone and receives another phone call on the customer's CPE and allows the customer to decide to answer the new incoming call or not.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be “selective” or “complete.”

Calling Features – Optional telephone services allowing customer to efficiently manage the call flow generated over their existing access lines.

Collect Call – Denotes a billing arrangement by which the charge for a call may be billed to a calling card or third party number. In the case of a telephone, which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the – Symtelco, LLC., unless the context indicates otherwise.

Commission – The Florida Public Service Commission, unless the context indicates otherwise.

CPE – Customer Provided Equipment.

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with Price List regulations.

Customer Account – A customer’s record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

Customer Alerting Enablement – Allows business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

ISSUED DATE: December 1, 2002

By:

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1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

1. DEFINITIONS AND ABBREVIATIONS (continued)

Demarcation Point – That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Price List. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as having a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum coin of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Direct Outward Dialing (DOD) – A service attribute that routes outgoing call directly to the exchange network with out attendant assistance.

Directory Assistance – Service whereby Customers may request assistance in determining the telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby Customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

Directory Listing – The publication in the BellSouth Telecommunications, Inc. White Pages directory of information relative to the customer's telephone numbers ("the Directory"), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Additional Listing – A separate and alphabetically distinct listing for the names of anyone else living at the end user's home or, for example, partners in a business.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Dual Name Listings – A listing provided for two persons who reside at the same address or for a person know by two first names.

Extra Lines – An extra line (consisting of five words or any fraction thereof) under the Primary Listing for the proper placement of telephone calls and not for advertising purposes or to show store hours.

Foreign Listings – Allows the Customer to have a Directory listing outside of his/her local area.

Night Number Terminal Service – Allows callers to be routed to a specific line or trunk in a hunt group. The Night Number is strapped in the central office to either a telephone number or a terminal working at the end user's location.

Nonlisted Service – A listing, in the alphabetical section of the Company's directory, maintained on directory assistance records that will be furnished upon the request of the calling party.

Nonpublished Exchange Service – A listing, not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of the calling party.

Primary Listing – One listing in the Directory, at no charge, when applying for telephone service.

Regular Extra Listings – A listing for the same address and phone number as, and in addition to, the Primary Listing in the Directory.

Secretarial Listings – A listing contracted for by a Customer in the secretarial services business whereby that Customer's patrons, with their permission, are listed alphabetically in the Directory with the Customer's telephone number.

Disconnection – The temporary cessation of telecommunications service.

DN – Dependent Number. See "Multi-Directory Numbers."

Dual Tone Multi-Frequency (DTMF) – The pulse type employed by tone dial station sets.

Exchange – A telephone system which provides for service within a specified area known as the "Exchange Area."

1. DEFINITIONS AND ABBREVIATIONS (continued)

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Price List.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service – Exchange Service furnished for a specific sum without regard to amount of use.

Hunting-Series – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting-Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting-Preferential – Some or all of the lines in a group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Intercept Referral Service-Basic – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or address. This service is provided to customers for a minimum of 30 days, while capacity on facilities exists.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

1. DEFINITIONS AND ABBREVIATIONS (continued)

LATA – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone call at exchange rates.

Multi-Directory Numbers – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a customer's number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

Night Number Service – Allows calls to be routed to a specific line or trunk in a hunt group. The Night Number is strapped in the Central Office to either a telephone number of a terminal working at the end user's location. Night numbers associated with a terminal will not hunt.

Operator Services

Non-Automated – Where the person originating the call dials zero or a special access number(e.g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

Semi-Automated – Where the person originating the call dials zero or a special access number (e.g., an 800/888 number),(or 1+ calls from pay telephones), then dials the desired number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer.

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Selective Call Forwarding – Enables the customer to forward calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

Simultaneous Call Forwarding – Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming call simultaneously to another telephone number designated by the customer. The line/trunks at the Simultaneous Call Forwarding customer's terminating location must equal or exceed the aggregated number of potential originating calls from all customer locations. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forward. This service cannot be used to avoid toll.

1. DEFINITIONS AND ABBREVIATIONS (continued)

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as a thirty code list. Code lists may include local and/or toll telephone numbers.

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

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Florida, as specified herein.
- 2.1.2 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 facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's 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 an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference 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. Customers will also be required to execute and other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or the facility.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Price List. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Price List. The Company reserves the right not to provide service to or from a location where legally prohibited.
- 2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision to this Price List, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by the Company under this Price List remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use of Service

- 2.3.1 **Permitted Uses**
Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.
- 2.3.2 **Minimum Service Period**
The minimum period of service is one month (30 days), unless otherwise stated in this Price List.
- 2.3.3 **Fixed Service Period**
If Customer and the Company have agreed to a specified term of service order, then following expiration of the initial term of service, or 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.

2. RULES AND REGULATIONS (continued)

2.3 Use of Service (continued)

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay charges incurred under this Price List or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service shall survive such termination.

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List or any service order shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Price List or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Price List or any service order if caused by or resulting from: any person or entity other than the Company; labor difficulties; fire, flood, earthquake, or any act of God; explosion; war; state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government or by any other cause beyond the Company's control.
- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Price List;

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.3 (continued)

- B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
- C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members, or invitees;
- D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any 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 this Price List or any agreement between the Customer and the Company.
- E. Any personal injury or death of any person or for any loss or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

- 2.4.4 Emergency 911 Service (E911) 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 liability whatsoever whether suffered, made, instituted or asserted by 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 defect 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.

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.4 (continued)

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to BellSouth Telecommunications, Inc..

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service providers equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental agency.

- 2.4.5 No agent or employee of any carrier shall be deemed to be an agent or employee of the Company.

2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS PRICE LIST, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4.7 Directory Errors and Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the actual amount of impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00 whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or missions by abatement or refund, or by a combination of abatement and refund.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of the Price List, including, but not limited to, the general liability set forth in Section 2.4 herein and the terms of service of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer

- 2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
- A. Placing orders for service; paying all appropriate charges for services rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 - B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s)
 - C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.
 - D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment of such premises.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the 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.
- F. Providing the Company's authorized employees, contractor, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing telephone service.
- G. 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 the Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Florida, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, Price Listing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

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

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or;
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3 Credit Allowances (continued)

E. Credit Allowance – Directory

For errors or omissions in listing in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Price List, the Company shall allow, or errors or omissions in alphabetical telephone directories (excluding the use of bold fact type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract. Such termination charge will be equal to one month's usage as projected in the Company's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charge for Service

- A. Charges for service are applied on recurring and nonrecurring basis. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer in accordance with the provisions of this Price List.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received the Customer's number(s), e.g., collect; billed to the Customer's number(s) via third party billing; incurred at the specific request of the Customer, or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
- F. Billing information provided to each customer on a monthly basis shall include but not be limited to:
 - 1. The number of access lines for which charges are stated.
 - 2. Each applicable telephone number and/or account number.
 - 3. The beginning or ending dates of the billing period.
 - 4. The date the bill becomes delinquent if not paid on time.
 - 5. The unpaid balance (if any).
 - 6. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charge for Service (continued)

7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by BellSouth Telecommunications, Inc., Verizon or Sprint as applicable
 8. The total amount due.
 9. If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
 10. A telephone number where inquires may be made.
 11. If a deposit is held by the company.
 12. Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
 13. Credit for service outages will also be reflected.
 14. The name of the subscriber's presubscribed local toll and toll services providers.
 15. The name and address of the certificated local service provider.
 16. If the Customer's local, local toll or toll services provider has changed notice will be given in bold type on the first or second page of the customer's next bill.
- G. During the first billing period in which a Customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- During the first billing period in which a Customer receives service, the Company provides each customer an insert or other written notice that explains that a PC Freeze is available. Existing Customers will be notified thereafter on an annual basis that a PC Freeze is available.
- H. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment(1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Director of the Public Utility Division for consumer deposits. If the deposit is made within 30 days of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of deposit.

Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

1. Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

2. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

3. Amount of Deposit or Guaranty Contract.

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

4. Refund of Deposits or Return of Guaranty Contracts

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

2.6.7 Returned Check Charge

The Company will bill Customer a onetime charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company twenty (20) days after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available 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 and applicable rules of the Commission.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, 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.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.
- D. Subject to the arrangement of the Company and to all of the regulations contained in this Price List; special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction and characterized by one or more of the following:
 - 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
 - 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
 - 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
 - 4. Facilities requested are in a quantity greater than that which the Company would normally construct.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.1 Provision of Equipment and Facilities (continued)

5. Facilities are requested on an expedited basis.
6. Facilities are requested on a temporary basis until permanent facilities are available.
7. Facilities are requested in advance of normal construction.

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twenty four hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a bill for regulated telecommunications services within the period;
- B. Failure to make a security deposit;
- C. Violation of or noncompliance with any provision of law, or of the Price Lists or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission;
- D. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof;
- E. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission;
- F. Use of telephone service in such manner as to interfere with reasonable service to other end-users.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

Insufficient reasons for denial or disconnection of service:

- A. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
- B. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
- C. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
- D. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
- E. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Florida.
- F. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the Company's telephone number.

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service; a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

- A. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- B. A statement that informs the customer where payments may be made or how to obtain a listing of authorized payment agencies.

2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.5 911 Access During Temporary Disconnection of Service

If residential service is temporarily disconnected for non-payment, access to 911 will remain available during the temporary disconnection period.

2.7.6 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, State and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through BellSouth Telecommunications, Inc..

2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2. RULES AND REGULATIONS (continued)

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Price List. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Price List; all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Price List.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, 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; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2. RULES AND REGULATIONS (continued)

2.13 Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's Price Lists, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

2.14 Level of Service Quality

2.14.1 Call Completion

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of call completion and is dependent upon the ILEC for this service level. The Company's call completion Quality of Service will match the level of service quality the ILEC.

2.14.2 Repair Response

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of repair and is functionally dependent upon the ILEC for this service level. Repair requests received by the Company prior to 3 P.M. Monday through Friday will be dispatched to the ILEC within the same business day. Requests received after 3 P.M. will be dispatched to the ILEC no later than Noon of the next business day. Requests received after 3 P.M. Friday or on Saturday, Sunday or a major holiday will be dispatched no later than Noon the following Business Day. Customers may report service-affecting problems to the company by toll free number, email or facsimile. The Company will maintain a repair rate of 98% for normal repairs within 72 hours of receiving the service report from the Customer. Service related problems associated with major cable disruptions or that are weather related may result in longer repair cycles.

2.14.3 Installation Response

The Company utilizes the facilities of the Incumbent LEC through approved interconnection agreements for the purposes of repair and is functionally dependent upon the ILEC for this service level. Ninety-five percent of all new installations will take place within 10 business days after the Customer satisfies the requirements for service.

3. SERVICE DESCRIPTION

3.1 Local Exchange Service

- A. Basic local exchange service as described in this price list is comprised of exchange access lines as follows:

Exchange Access Line – The serving central office line equipment and all the Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and local calling appropriate to the service offerings selected by the Customer.

- B. Exchange access lines are subject to the nonrecurring charges as specified in Section 4 of this Price List.

- C. Rates for basic local exchange service are applied on the basis of statewide groupings according to the total number of exchange access lines, PBX trunks and network access registers in the local calling area excluding the Extended Calling Service exchanges as defined in the General Subscriber Service Tariffs of BellSouth, Verizon and Sprint.

<u>Group</u>	<u>Total Exchange Access Lines and PBX Trunks – Upper Limits</u>
1	2,000
2	7,000
3	22,000
4	55,000
5	120,000
6	195,000
7	280,000
8	375,000
9	450,000
10	550,000
11	700,000
12	700,001+

3. SERVICE DESCRIPTION (continued)

3.2 Toll Service

- A. Provides facilities to complete InterLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1+ Area Code (where necessary) + telephone number. For operator assistance a customer dials 0 only, 0+ telephone number or 0+ NPA+ telephone number of intraLATA calls.
- B. Toll Service is subject to the nonrecurring charges as specified in Section 4 of this Price List.
- C. Toll Service is available only to subscribers of Local Exchange Services

3.3 Toll Free Service

- A. Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intra(LATA) calls. The Customer will be assigned a unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).
- B. Toll Free Service is subject to the nonrecurring charges as specified in Section 4 of this Price List.
- C. Toll Free Service is available only to subscribers of Local Exchange Services

3.4 Directory Assistance

- A. The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers.
- B. Directory Assistance Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- C. Directory Assistance Service is available only to subscribers of Local Exchange Services

3.5 Directory Assistance Call Completion

- A. The Company furnishes Directory Assistance Call Service whereby Customers may have their calls completed automatically after using the Company's Directory Assistance Service in determining telephone numbers.
- B. Directory Assistance Call Completion Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- C. Directory Assistance Service is available only to subscribers of Local Exchange Services and is only available in conjunction with the Company's Directory Assistance Service.

3. SERVICE DESCRIPTION (continued)

3.6 Operator Services

- A. The Company furnishes Operator Services whereby Customers may access either automated or live operators for the purpose of assistance in placing calls.
- B. Operator Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- C. Operator Service is available only to subscribers of Local Exchange Service.

3.7 Toll Restriction

- A. The Company furnishes Toll Restriction Service whereby Customers may request that toll calls be blocked from completion by the Company's equipment. All toll restriction must comply with the Commissions rule's regarding call blocking and restriction.
- B. Toll Restriction Service is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- C. Toll Restriction Service is available only to subscribers of Local Exchange Service.

3.8 Directory Listing

- A. Directory Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Nonpublished or Nonlisted Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listing or non-published listing.

- B. Directory Listing is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- C. Directory Listing is available only to subscribers of Local Exchange Service.

3. SERVICE DESCRIPTION (continued)

3.9 Voice Messaging Services and Features

A. Descriptions

- a. MemoryCall® Answering Service (MAS) (1) - Provides a telephone answering and message recording service for the customer. The service allows a call to be answered when the called party is on the telephone. It also allows an incoming call to be answered when the called party is unavailable. A greeting in the subscriber's own voice can be delivered to the calling party and a message from that calling party can then be recorded. The messages are stored so that the subscriber can retrieve them at any time from any tone capable telephone.
- b. MemoryCall® Answering Service (MVMS) (1)- Provides telephone answering and messaging for subscribers. These services allow a call to be answered when the called party is on the telephone or when the called party is unavailable. The messages are stored so that the subscriber can retrieve them from any touchtone telephone. MVMS allows customers to send messages to other MVMS service users residing on the same platform without dialing their telephone number.
- c. MemoryCall® Answering Service (MWI) - A feature that enables end users to receive audible and/or visual indication that a message is waiting.

B. Limitations of Liability

Messages may be altered or destroyed during collection or distribution of the customer's message(s) due to faults or defects in Company equipment. The company shall not be liable, directly or indirectly, for damages, unless caused by the willful misconduct of the company.

The Company's liability for any negligence, error, mistake, or omission affecting the operation of MemoryCall® service is limited to a pro rata refund of charge paid by customer for MemoryCall® service during the period of time the service was affected. Any refund must be requested by the customer.

- C. Voice Messaging is subject to the nonrecurring charges and terms and conditions as specified in Section 4 of this Price List.
- D. Voice Messaging Service is available only to Business and Residential subscribers of Local Exchange Service and is Available in BellSouth calling areas only.

(1) MemoryCall® requires Call Forwarding Busy Line and Call Forwarding Don't Answer line features for MAS andMVMS capability.

(2)The installation charge is waived for existing MemoryCall® subscribers who convert to Symtelco services.

® Registered Service Mark of BellSouth Intellectual Property Corporation.

4. RATES

4.1 Local Exchange Services

4.1.1 Symtelco Basic Business Line and Trunk

- A. Symtelco Basic Business Line and Trunk is available within the Exchange Area as defined in Section 3.2 – Rate Groups 7 and 12 of this Price List.

	<u>Monthly Rates</u>	
	<u>Single Line</u>	
	One Flat Rate 1-Party Line	Installation Charge(1)
Rate Group 7	\$21.29	\$50.00
Rate Group 8	\$21.99	\$50.00
Rate Group 9	\$22.65	\$50.00
Rate Group 10	\$23.14	\$50.00
Rate Group 11	\$23.64	\$50.00
Rate Group 12	\$24.06	\$50.00

	<u>Monthly Rates</u>	
	<u>Multi Line</u>	
	One Flat Rate 1-Party Line	Installation Charge(1)
Rate Group 7	\$27.16	\$50.00
Rate Group 8	\$27.96	\$50.00
Rate Group 9	\$29.56	\$50.00
Rate Group 10	\$29.56	\$50.00
Rate Group 11	\$29.56	\$50.00
Rate Group 12	\$29.56	\$50.00

(1) Installation charges on account will be waived when service is converted from the incumbent local exchange carrier to Symtelco. The charge will apply for new Symtelco lines added on a date after service is converted, for new Symtelco lines ordered without converting existing local exchange carrier service, and for new service.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.2 Symtelco Basic Business Line - Feature List

Any of the following calling features may be added to the Symtelco Basic Business Line. The following rates apply only when these calling features are added to the Symtelco Basic Business Line.

<u>Symtelco Basic Feature List</u>	<u>Monthly Rate</u>
Anonymous Call Reject	\$4.00
Auto Redial	\$4.00
Call Blocker	\$4.00
Call Forwarding Variable	\$4.00
Call Forwarding Busy Line/No Answer	\$6.50
Caller ID Name & Number (2)	\$8.00
Caller ID on Call Waiting (2)	\$12.00
Call Waiting with Caller ID Options(2)	\$13.00
Call Return	\$4.00
Call Tracing	\$4.00
Call Transfer Disconnect	\$4.00
Call Waiting (1)	\$4.00
Distinctive Ring 2nd	\$7.00
Distinctive Ring 3rd	\$1.00
Hunting	\$5.00
Priority Call	\$4.00
Remote Access to Call Forwarding	\$6.00
Selective Call Forwarding	\$4.00
Simultaneous Call Forwarding (3), (4)	\$5.00
Speed Calling 30	\$4.00
Three Way Calling	\$4.00
Installation Charge	\$10.00 per Order or Change

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.2 Symtelco Basic Business Line - Feature List (continued)

Footnotes-Business Rates & Charges--Calling Features

- (1) This rate is inclusive of the Cancel Call Waiting option where available.
- (2) Caller ID with Name and Number--Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, State and local law enforcement agencies.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Price List. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

- (3) One Call Forwarding feature is applicable per line/trunk arranged.
- (4) One Simultaneous Call Forwarding feature and one Call Forwarding feature are applicable per line/trunk (non-hunting) used to establish connection.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.2 Symtelco Basic Business Line - Feature List (continued)

Footnotes-Business Rates & Charges--Calling Features (continued)

- (5) Long Distance rates apply to all domestic 1+ Direct Dialed minutes of use.
- All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rates according to the rate tables established for the calls.
- (6) Long Distance minutes apply per Customer account. Rates as defined in Section 4 of this price list will apply to long distance services.
- (7) Usage Sensitive Features (USF) will count as one feature. The USF includes Auto Redial, Call Return and Three Way Calling.
- (8) The customer may elect to use USF on a casual basis in lieu of as an optional feature. On a casual basis the customer will be charged \$.50 per use with a maximum per month fee of \$4.00 per USF type.
- (9) 900/976 pay per call services will automatically be blocked on all Business Lines

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.3 Symtelco Core-Connections Residential Line and Trunk

A. Symtelco Core-Connections Package Residential Line and Trunk is available within the Exchange Area as defined in Section 3 – Rate Groups 7-12 of this Price List.

Monthly Recurring Charge

Rate Group

7	8	9	10	11	12
\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00

B. Symtelco Core-Connections Package is equipped with:

- Basic Residential Line (1)
- Call Waiting ID Options with Anonymous Call Rejection (2)(3)
- Call Trace (3)
- Two Features from the Symtelco Residential Features List in 4.1.3D

C. Symtelco Core-Connections Package Non-recurring Charges

Symtelco Core-Connection Additional Line	\$24.00
Line Move/Change	25.00
Feature Add/Change/Delete	10.00
Conversion of Line to Symtelco Service	0.00

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.3 Symtelco Core-Connections Residential Line and Trunk (continued)

D. Symtelco Core-Connections Feature List

Any two of the following calling features may be added to the Symtelco Core-Connections Residential Packages. Call Waiting ID Options may not be exchanged with any of the features listed below.

- Auto Redial/Call Return/3 Way Calling
- Call Blocker
- Call Forwarding Busy Line/No Answer
- Call Forwarding
- Distinctive Ring
- Distinctive Ring Additional
- Priority Call
- Remote Access to Call Forwarding
- Selective Call Forwarding
- Speed Calling 8

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.3 Symtelco Core-Connections Residential Line and Trunk (continued)

E. Optional Feature List

Any of the following calling features may be added to the Symtelco Core-Connection package. The following rates apply only when these calling features are added to the Symtelco Core-Connections package.

<u>Symtelco Residential Features List</u>	<u>Monthly Rate</u>
Auto Redial/Call Return/3 Way Calling	\$2.00
Call Blocker	\$2.00
Call Forwarding Busy Line/No Answer	\$1.00
Call Forwarding	\$2.00
Distinctive Ring	\$2.00
Distinctive Ring Additional	\$2.00
Hunting	\$5.00
Priority Call	\$2.00
Remote Access to Call Forwarding	\$2.00
Selective Call Forwarding	\$2.00
Speed Calling 8	\$2.00

Footnotes for Symtelco Core-Connections packages

- (1) Rate groups are defined in Section 3 of this Price List
- (2) The residential customer is required to have a Symtelco Core-Connections package on their primary line.
- (3) The lines will automatically be blocked for 900/976 calling.
- (4) Customer has option to deactivate Call Waiting in the Call Waiting ID Options leaving the customer with Caller ID.
- (5) The Customer may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.3 Symtelco Core-Connections Residential Line and Trunk (continued)

Footnotes for Symtelco Core-Connections packages (continued)

(6) Long Distance rates apply to all domestic 1+ Direct Dialed minutes of use.

All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rates according to the rate tables established for the calls.

(7) Long Distance minutes apply per Customer account. Rates as defined in Section 4 of this price list will apply to Long Distance Services

(8) Usage Sensitive Features (USF) will count as one feature. The USF includes Auto Redial, Call Return and Three Way Calling.

The customer may elect to use USF on a casual basis in lieu of as an optional feature. On a casual basis the customer will be charged \$.50 per use with a maximum per month fee of \$4.00 per USF type.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment

4.1.4.1 General

- A. Public Telephone Access Service for PSP provided equipment is an exchange line service provided at the request of the subscriber for telecommunications use by the general public at locations accessible to the general public.
- B. Public Telephone Access Service for PSP provided equipment is provided for use with PSP telephones.
- C. The carriage and completion of local messages are provided by the Company.
- D. Public Telephone Access Service for PSP provided equipment is provided subject to the condition that telephone messages (local and long distance) placed from stations which are accessible to the public are completed over Public Telephone Access Service for PSP lines. Where Public Telephone Access Service for PSP provided equipment is furnished, any type or grade of business service offered regularly at that location may be furnished in addition, provided such business service is confined to locations solely for use by the particular establishment.
- E. PSP telephones may not be attached to other types of access lines. A subscriber must order a separate Public Telephone Access line for each PSP telephone installed and will be billed the Price Listed rate for each line.
- F. Access line service for PSPs may only be provided as two-way service, except lines placed in correctional institutes, schools, hospitals, and other locations where a specific exemption has been granted by the Commission. There will be no charge for incoming calls.
- G. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone."

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.2 Responsibility of the Subscriber

- A. The subscriber shall be responsible for the installation, operation and maintenance of any PSP telephones used in connection with this service.
- B. PSP telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations and have the following operational characteristics:
 - 1. The caller must be able to access an Operator of a Company certified by the Commission to provide local exchange service or alternate operator service, 911 (at no charge) where available, and Local Directory Assistance (411) of a Company certified by the Commission.
 - 2. Emergency numbers (operator assistance and 911) must be clearly posted at each location of a PSP telephone.
 - 3. Information must be displayed on each PSP telephone consisting of an address and telephone numbers (Toll Free) where a caller can obtain assistance in the event that the telephone malfunctions in any way and procedures for obtaining a refund from the payphone service provider. The Company is not responsible for refunds of coins deposited in PSP coin-operated public telephones.
 - 4. All PSP telephones in service must return the coins to the user in the event of an incomplete call.
 - 5. The telephone number must be displayed on each PSP telephone, unless otherwise prohibited by the Commission.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.2 Responsibility of the Subscriber (continued)

6. Each PSP telephone must be capable of providing access to all interexchange carriers certified to provide long distance service in Florida and who are in fact providing such service. Access to the carrier of choice must be permitted by means of the dialing sequence chose by the carrier (e.g., 950-XXXX, 1-8XX, or 101XXXX). The dialing sequence chosen by the carrier should include the option of placing an 0+ call without operator intervention. A dialing sequence commencing with 00- shall provide the caller with access to the prescribed long distance carrier or operator service provider under contract to provide service to the payphone. As to coinless public telephones, it will be necessary for certified Interexchange Carriers providing public telephone service and not reselling local or intraLATA service to make available the service to all Interexchange Carriers that can be reached by means of the dialing sequence chosen by the carrier.
7. All PSP telephones must be capable of completing local and toll calls except as otherwise allowed by the rules of the Commission.
8. All PSPs shall place on the telephone instrument, a clear and conspicuous disclosure of the prescribed provider of operator and long distance services and the method by which the user may obtain the rates thereof.
9. Operator services provided by a company certified by the Commission to provide local exchange service or local alternate operate services shall be accessed by dialing "0" from a payphone service provider telephone.
10. Any limit on the duration of any call (Local or Toll) made from any PSP telephone shall be in compliance with the Order of the Federal Communications Commission in Docket No.96-128 and the Florida Public Service Commission.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4.2 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.2 Responsibility of the Subscriber (continued)

11. Public Telephone Access Lines will only be provided as two-way service unless authorized by the Commission as set forth in 4.1.4.3 following, and there will be no charge imposed for incoming calls. Coinless Public Telephones do not have to receive incoming calls if the agent of the premises upon which such telephones are installed does not wish such calls to be received.
- C. The PSP shall insure that the payphone complies with regulations regarding hearing impaired and handicapped access in accordance with the American Disabilities Act (ADA).
- D. The PSP telephone shall be installed in compliance with all accepted telecommunications industry standards and the current National Electric Code and National Electric Safety Code and other requirements as established by the Commission..
- E. The PSPs must apply for and receive an Certificate of Authority for the provision of Payphone Service from the Florida Public Service Commission before connection to the network of a Company certified to provide local exchange service shall be allowed. All PSPs comply with the reporting and compliance rules as established by the Florida Public Service Commission.
- F. All PSPs shall comply with all Commission rules currently in effect or enacted by the Commission regarding the operation of pay telephones.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.3 Restrictions

A. Outward Only and Time of Day Restrictions:

1. A payphone may be restricted to outward only calling and to operation during certain hours of the day in the following circumstances and under the following conditions upon concurrence of the PSP:
 - a. An affidavit is signed by the payphone owner, the location provider and the chief of the law enforcement agency where the payphone is located stating that for safety and/or security reasons or in an attempt to deter potential criminal activity they are requesting the payphone to be restricted to outward calling and/or the payphone hours of operations be restricted; or
 - b. Upon written request by the Florida Public Service Commission and after notifications to the location provider.
 - c. PSPs must provide proper notice on the instruction card and at a conspicuous location in clear view of payphone users, regarding outward only restrictions placed on the use of the payphone.

Notice must be posted directly above or below the telephone number which states, "Incoming calls blocked at request of law enforcement"
 - d. PSPs must ensure that access to emergency service (911, or 0 where 911 is not available) is accessible at all times.
 - e. PSPs must provide proper notice at a conspicuous location in clear view of payphone users, regarding time of day limitations.

- B. PSPs must obtain the aforementioned affidavits containing the proper signatures prior to the restrictions of payphones in accordance to preceding. This documentation must be maintained by the PSP for the duration of the restriction(s) and be made available for inspection by the Commission and/or its staff upon request.

ISSUED DATE: December 1, 2002

By:

Greg Hogan, President
1385 Weber Industrial Drive
Cumming, GA 30041

Proposed Effective: January 1, 2003

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.4 Violations of Regulations

- A. Where any PSP telephone is used and/or connected in violation of this Price List, the Company will promptly notify the customer of the violation.
- B. PSPs found to be in violation of any Rule, Regulation, or Certification requirement of the Commission, the Commission Staff will issue notice of said violation(s) by letter to the payphone service provider. If said violation(s) are not corrected and the Commission notified of said corrections in writing within twenty (20) days from the date of the Commission Staffs letter, the Staff is authorized to issue a notice of disconnect service to all of the PSP telephones in Florida.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.5 Optional Service Features

A. Central Office Blocking with Operator Screening

Central Office Blocking with Operator Screening is offered to provide a choice of restrictions at the subscriber's option.

Options E1, and G1 are offered subject to availability of facilities.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.5 Optional Service Features (continued)

A. Central Office Blocking with Operator Screening (continued)

1. Option E1 - Two-Way Service. Provides central office blocking of 7 digit local, 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.¹
2. Option F1 - Outward Only Service. Provides central office blocking of 7 or 10 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.^{1,2}
3. Option G1 - Two-Way Service. Provides central office blocking of 976, 1+DDD, 1+900, 011+, and 101XXXX 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Further, third number and collect calls to Public Telephone Access Service for PSP provided equipment are not allowed.¹
4. Option H1 - Outward Only Service. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.^{1,2}

Note 1: 011+ and 101XXXX 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan.

Note 2: Options F1 and H1 may only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Commission may grant a specific exemption.

4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.6 Rates and Charges

A. Public Telephone Access Service for PSP Provided Equipment - Rates and Charges Applied by The Company

Public Telephone Access Service for PSP provided equipment provided on a Flat Rate basis.

1. Flat Rate Service-Monthly Charges Per Access Line

- a. The following monthly rates are applicable to Public Telephone Access Service for PSP provided equipment on a per line basis and includes all calls within the local calling area.

Monthly rate applies to Options E1, F1, G1, & H1

<u>Group</u>	<u>Monthly Rate</u>
1	\$15.84
2	\$16.64
3	\$17.52
4	\$18.32
5	\$19.08
6	\$19.92
7	\$20.60
8	\$21.44
9	\$21.92
10	\$22.40
11	\$22.88
12	\$24.33

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4. RATES (continued)

4.1 Local Exchange Services (continued)

4.1.4 Public Telephone Access Service For Payphone Service Provider (PSP) Provided Equipment (continued)

4.1.4.6 Rates and Charges (continued)

A. Public Telephone Access Service for PSP Provided Equipment - Rates and Charges Applied by The Company (continued)

2. Intrastate intraLATA long distance charges apply on a per measured basis based on toll rates (as provided in the Section 4 of this Price List) plus the appropriate additive operator services charges (as provided in Section 4 of this Price List).
3. Touch-Tone Calling Service will be provided at no charge to the subscriber.
4. Charges for Directory Assistance calls are applied as described in Section 4 of this Price List.
5. Service Charges as covered in Section 4 of this Price List for business individual line service are applicable. Changes in service from an existing exchange service to Public Telephone Access Service for CPE will be considered as new service.
6. Listings in connection with Public Telephone Access Service for CPE are finished under the same rates and regulations as other business service.

B. Rates and Charges Applied by the Subscriber

1. The charge to a user of a PSP telephone for placement of a local call shall be in compliance with the Order of the Federal Communications Commission in Docket 96-128 and shall be clearly displayed on each PSP telephone.
2. The rates charged the caller for any 1+ intraLATA /intrastate and interLATA/intrastate call may not exceed the rates authorized by the Florida Public Service Commission.

4. RATES (continued)

4.2 Toll Services

This Price List section applies to Long Distance Message Telecommunications Service furnished or made available by the Company over service components located wholly within or partly within the Local Access and Transport Areas (LATAs) of the State of Florida between two or more points within LATAs of the State of Florida and where the respective rate centers of such points are also located in said State.

Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and make modifications to those components at its option.

From Customer's Premises in Georgia to any point in Georgia

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.10	1 minute	1 minute
Residential	.10	1 minute	1 minute
Payphone	.10	1 minute	1 minute

4.3 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intra(LATA) calls. The Customer will be assigned a unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

Monthly minimum per 800 (toll free) number	\$5.00
Monthly charge per 800 (toll free) number	\$5.00

From points in Georgia to Customer's Premises in Georgia

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.10	18 seconds	6 seconds
Residential	.10	1 minute	1 minute

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4. RATES (continued)

4.4 Directory Assistance

A. IntraLATA / Home NPA

1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is \$.60.
2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number; or a special billing number, the charge for each call (maximum of two requests per call) is \$.60.

B. National Listing Service

1. National Listing Service (NLS) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers home NPA are billed under the IntraLATA / Home NPA Directory Assistance rate.
2. Callers access NLS by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NLS.
3. The customer will be charged for each listing request made during the call. The NLS rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NLS.

There are no exemptions from billing for requests for NLS.

4. Rates

Charge Per Listing Request

Sent Paid Request	\$0.95
Alternately Billed Requests	1.10

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4. RATES (continued)

4.5 Directory Assistance Call Completion

A. Rates

Directory Assistance Call Completion	<u>Rate per Request</u>
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Fully-Automated DACC

- Sent-Paid Non-Coin	\$.85
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Semi-Automated DACC

- Sent-Paid	\$.85
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4. RATES (continued)

4.6 Operator Service

A. Operator Service Charges

<u>Description</u>	<u>Rate</u>
<u>Station-to-Station Service</u>	
<u>Calling Card</u>	
Non-Automated	\$2.20
Semi-Automated	2.20
Fully Automated	0.90
<u>Collect</u>	
Non-Automated	\$3.30
Semi-Automated	2.20
Fully Automated	2.20
<u>Billed to a Third Number</u>	
Non-Automated	\$3.30
Semi-Automated	2.20
Fully Automated	2.20
<u>Sent-Paid</u>	
Non-Automated	\$3.30
Semi-Automated	2.20
<u>Person-to-Person Service</u>	
Non-Automated	\$5.95
Semi-Automated	4.85
<u>Other Services</u>	
Line Status Verification	\$6.45
Busy Interrupt	6.45

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4. RATES (continued)

4.7 Toll Restriction

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Installation Charge</u>
Toll Restriction, per Business line equipped	\$5.00	\$10.00
Toll Restriction, per Residential line equipped	\$3.00	\$10.00

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4. RATES (continued)

4.8 Directory Services

A. Primary Listings

One listing, termed the Primary Listing, is provided without charge. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed.

1. Dual Name Listings

	<u>Monthly Rate</u>
Dual Name Listing – Business	--
Dual Name Listing – Residential	--

2. Access Service customers who order primary directory listings will be charged the business or residence regular extra listing rate as appropriate. Other types of directory listings will be provided upon request at the rates specified.

	<u>Monthly Rate</u>	<u>Service Charge</u>
Access Service Business Listing, each	\$2.10	\$15.00
Access Service Residential Listing, each	.95	10.00

3. Regular Extra Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business Extra Listing, each	\$2.10	\$15.00
Residential Extra Listing, each	.95	10.00

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4. RATES (continued)

4.8 Directory Services (continued)

A. Primary Listings (continued)

4. Special Types of Extra Listings

a. Alternate Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business Alternate Listing, each	\$1.55	\$23.00

b. Non-Published

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business, Non-Published, each	\$3.50	\$15.00
Residential, Non-Published, each	3.50	10.00

c. Non-Listed

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business, Non-Listed, each	\$0.00	\$15.00
Residential, Non-Listed, each	0.00	10.00

d. Extra Lines

The regular extra listing rate applicable in the exchange in which the listing appears applies to each extra line listing.

e. Foreign Listings

	<u>Monthly Rate</u>	<u>Service Charge</u>
Business Foreign Listing, each	\$2.10	\$15.00

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4. RATES (continued)

4.9 Voice Messaging

A. Rates and Charges

	<u>Monthly Rate</u>	<u>Installation Charge</u>
MemoryCall® Answering Service	\$5.95	\$15.00
MemoryCall® Voice Messaging Service	12.95	15.00
MemoryCall® Message Waiting Indicator	.75	15.00

4.10 Restoration of Suspended Service

A. The following Service and Equipment Charge will apply for restoring service after its temporary suspension by the Company, as covered in the Rules and Regulations of this Price List.

	<u>Business</u>	<u>Residential</u>
Service and Equipment Charge	\$20.00	\$25.00

In addition to the Service and Equipment Charge, the customer will be required to pay all charges due, including the charges for the period of denial.

5. PROMOTIONS

A. Promotions

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period, which notice shall be provided in accordance with applicable Commission rules.

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