

ORIGINAL

Vortex Broadband Communications Inc.
1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
West Palm Beach, Florida 33401

RECEIVED FPSC
03 DEC -3 AM 11:45
COMMISSION CLERK
031086-TX

November, 2003

Ms. Blanco Bayo
Florida Public Service Commission
Division of Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: **Vortex Broadband Communications Inc. – Application for Authority to Provide Competitive Local Exchange Service**

Dear Ms. Bayo:

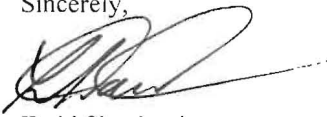
Enclosed please find Vortex Broadband Communications Inc. original Application to provide Competitive Local Exchange Service within the State of Florida.

Kindly acknowledge the receipt of this filing by date stamping the extra copy of this letter and returning it in the enclosed self-addressed stamped envelope provided for your convenience.

If you have any questions regarding this Application, please do not hesitate to contact me directly at (561) 827-1169.

Thank you for your assistance in this regard.

Sincerely,



Todd Shepherd
Regulatory Affairs

RECEIVED & FILED
th
FPSC-BUREAU OF RECORDS

Cc: Terence Winsky, Co-Founder

Orig. Tariff forwarded to CUP

DISTRIBUTION CENTER
03 DEC -3 AM 10:13

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

gm

DOCUMENT NUMBER-DATE
12297 DEC -3 8
FPSC-COMMISSION CLERK

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

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 the Commission Clerk and Administrative Services
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 Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

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

Original certificate (new company).

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

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

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

2. Name of company:

VORTEX BROADBAND COMMUNICATIONS INC.

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

Same as above

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

1655 Palm Beach Lakes Blvd.

Suite 402, Tower C

West Palm Beach, Florida 33401

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

Same as 4 above _____

6. Structure of organization:

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

7. If individual, provide:

Name: 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:

P03000059326 See Certificate of Authority attached as Exhibit "A".

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

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

Not applicable.

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): 20-0025095

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.

Yes. Verizon Wireless, Director of Operations

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

(a) The application:

Name: Todd Shepherd
Title: Co-Founder, Regulatory Affairs
Address: 1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
City/State/Zip: West Palm Beach, Florida 33401
Telephone No.: (561) 202-8484 x11 Fax No.: (561) 207-7235

Internet E-Mail Address: tshepherd@vortexbroadband.net
Internet Website Address: www.vortexbroadband.net

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

Name: Todd Shepherd
Title: Founder
Address: 1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
City/State/Zip: West Palm Beach, Florida 33401
Telephone No.: (561) 202-8484 x11 Fax No.: (561) 207-7235

Internet E-Mail Address: tshepherd@vortexbroadband.net
Internet Website Address: www.vortexbroadband.net

(c) Complaints/Inquiries from customers:

Name: Terence Winsky
Title: Co-Founder
Address: 1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
City/State/Zip: West Palm Beach, Florida 33401
Telephone No.: (561) 202-8484 x12 Fax No.: (561) 207-7235

Internet E-Mail Address: twinsky@vortexbroadband.net
Internet Website Address: www.vortexbroadband.net

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.

NONE.

(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.**

See Attached Composite Exhibit "B"

- 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.**

See Attached Composite Exhibit "B"

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 See Attached Composite Exhibit "C"
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.

See Attached Composite Exhibit "D"


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. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Todd Shepherd
Print Name


Signature

Founder
Title

11/7/03
Date

(561) 202-8484 x11
Telephone No.

(561) 207-7235
Fax No.

Address: 1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
West Palm Beach, Florida 33401

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:

Todd Shepherd
Print Name

Founder
Title

(561) 202-8484 x11
Telephone No.


Signature

11/7/03
Date

(561) 207-7235
Fax No.

Address: 1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
West Palm Beach, Florida 33401

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) 1655 Palm Beach Lakes Blvd.2)

WPB, FL 33401 - Leased

3) _____ 4)

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

1) 1655 Palm Beach Lakes Blvd.2) Taqua – (Leased)

WPB, FL 33401 - Leased

3) _____ 4)

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

POP-to-POP

OWNERSHIP

1) WPB - Leased

2) _____

3) _____

4) _____

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) NEW CERTIFICATION

(Title) _____ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number # _____, have reviewed this application and join in the petitioner's request for a:

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

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address:

EXHIBIT INDEX

- EXHIBIT “A” - Certificate of Authority**
- EXHIBIT “B” - Managerial and Technical Qualifications**
- EXHIBIT “C” - Financial Capability**
- EXHIBIT “D” - Written Explanations – Financial Obligations**

COMPOSITE EXHIBIT "A"

No. 8

Certificate of Authority (Florida)

State of Florida



Department of State

I certify from the records of this office that VORTEX BROADBAND COMMUNICATIONS, INC., is a corporation organized under the laws of the State of Florida, filed on May 29, 2003, effective May 29, 2003.

The document number of this corporation is P03000059326.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of September, 2003



CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

COMPOSITE EXHIBIT "B"

Nos. 18A and 18B

Managerial and Technical Qualifications

In Re: Application of Vortex Broadband Communications Inc. for Authorization to Provide Competitive Local Exchange Service within the State of Florida.

Application No. 18A and B

Todd Shepherd,

Founder, CTO, President

Mr. Shepherd is the founder and visionary behind Vortex Broadband Communications. Mr. Shepherd has an extensive history in the telecommunications industry, including experience as an engineer/consultant and management for International Network Services, which supported some of largest network carrier clients in the international and US metro markets such as MCI, AT&T, Bellsouth, XO Communications, Quest Communications, KMC Telecom, and COX Communications to name a few.

Prior to founding Vortex Broadband, Mr. Shepherd served as CEO and President for Cyber Surveillance Systems (an internet security consulting company). Additionally, Mr. Shepherd was the Director of System Engineering and Support for Axerra Networks (a NextGen Telecommunications Hardware Manufacturer) where he handled the worldwide field engineering sales and support operations with key channel and OEM partners such as Ericsson and Siemens.

Mr. Shepherd has experience with the development and growth and operations of multi-disciplined telecommunications network infrastructures and operations with regards to internetworking switching and routing and optical transmission equipment and other related technologies with an emphasis on TCP/IP design, network deployment and operations management.

A veteran of three telecom industry start-ups, Mr. Shepherd has over ten years of management experience in the telecommunications industry and holds a B.S.E.E

COMPOSITE EXHIBIT "B"

In Re: Application of Vortex Broadband Communications Inc. for Authorization to Provide Competitive Local Exchange Service within the State of Florida.

Application No. 18A

Terence Winsky

Founder, CEO

Mr. Winsky is the Co-Founder of Vortex Broadband Communications and has extensive experience and demonstrable success in all facets of the telecom business arena including the building of high-growth, successful sales organizations for telecommunications based companies.

Most recently, as Vice President, Mr. Winsky was responsible for global Sales and Operations activities at Axerra Networks, a telecommunications hardware manufacturer. At FORE Systems, Terence was Director of Worldwide Service Provider Sales, and was personally responsible for sales to GTE, SBC, Qwest, Time Warner, Pacific Bell and numerous independent telcos. While at CacheFlow, Mr. Winsky was responsible for global channel sales including significant relationships with Alcatel and Ericsson.

Additionally, Mr. Winsky's has over 15 years of experience in senior management positions with Newbridge Networks, and Nortel. Mr. Winsky holds an MBA from the Wharton School of Business and a B.A. in economics from Carleton.

COMPOSITE EXHIBIT "B"

In Re: Application of Vortex Broadband Communications Inc. for Authorization to Provide Competitive Local Exchange Service within the State of Florida,

Application No. 18A and B

Juan Carlos Cruz

Vice President of Operations

Mr. Cruz has extensive experience in telecommunications arena, most recently with Verizon Wireless, a cellular based carrier. Serving as Director of Operations, Mr. Cruz was responsible for management of administrative and operations departments as well as network growth and reliability reporting and forecasting.

Prior to joining Verizon Wireless, Mr. Cruz served as Regional Director of Operations for PrimeCo PCS in South Florida. A wireless cellular telecommunications company, PrimeCo integrated service offerings of cellular, paging, long-distance and additional peripheral telecommunications services as a single provider to customers.

As veteran of two cellular telephone company start-ups, Mr. Cruz has over ten years of management experience in the cellular and wireless telecommunications industry.

COMPOSITE EXHIBIT "B"

Page 3 of 3

EXHIBIT "C"

No. 18C

Financial Capability

PROJECTIONS

**PROJECTED
BALANCE SHEET/CASH FLOW**

Vortex Broadband Communications, Inc.
Balance Sheet-Cash Flow

In Re: Application for Authority to provide Competitive Local Exchange Service in the State of Florida
 No. 18 C Financial Capability

| Factor | Sep-03 | Oct-03 | Nov-03 | Dec-03 | Jan-04 | Feb-04 | Mar-04 | Apr-04 | May-04 | Jun-04 | Jul-04 | Aug-04 | Sep-04 | Oct-04 | Nov-04 | Dec-04 |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Balance Sheet | | | | | | | | | | | | | | | | |
| Cash | \$ (332,100.04) | \$ - | \$ (66,177.28) | \$ (122,655.47) | \$ (169,577.45) | \$ (215,486.14) | \$ (260,059.54) | \$ (303,392.13) | \$ (345,007.91) | \$ (384,801.38) | \$ (422,514.12) | \$ (458,069.03) | \$ (491,161.69) | \$ (521,732.60) | \$ (549,523.34) | \$ (574,456.82) |
| Accounts Receivable | \$ 1,200.00 | \$ 2,614.00 | \$ 3,990.00 | \$ 5,299.99 | \$ 6,543.98 | \$ 7,729.97 | \$ 8,859.96 | \$ 9,935.95 | \$ 10,961.94 | \$ 11,937.93 | \$ 12,863.92 | \$ 13,739.91 | \$ 14,615.90 | \$ 15,491.89 | \$ 16,367.88 | \$ 17,243.87 |
| Reserve For Bad Debt | \$ (84.00) | \$ (255.01) | \$ (516.04) | \$ (1,388.13) | \$ (2,260.25) | \$ (3,132.37) | \$ (4,004.49) | \$ (4,876.61) | \$ (5,748.73) | \$ (6,620.85) | \$ (7,492.97) | \$ (8,365.09) | \$ (9,237.21) | \$ (10,109.33) | \$ (10,981.45) | \$ (11,853.57) |
| Accounts Receivable-Net | \$ 1,116.00 | \$ 2,358.99 | \$ 3,473.96 | \$ 11,913.86 | \$ 11,643.63 | \$ 11,636.20 | \$ 11,563.57 | \$ 11,685.66 | \$ 11,726.55 | \$ 11,944.10 | \$ 12,019.36 | \$ 12,299.25 | \$ 12,419.70 | \$ 12,681.91 | \$ 12,769.63 | \$ 13,028.89 |
| Fixed Assets | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 | \$ 261,141.00 |
| Accumulated Depreciation | \$ (4,352.35) | \$ (8,704.70) | \$ (13,057.05) | \$ (17,409.40) | \$ (21,761.75) | \$ (26,114.10) | \$ (30,466.45) | \$ (34,818.80) | \$ (39,171.15) | \$ (43,523.50) | \$ (47,875.85) | \$ (52,228.20) | \$ (56,580.55) | \$ (60,932.90) | \$ (65,285.25) | \$ (69,637.60) |
| Net Fixed Assets | \$ 256,788.65 | \$ 252,436.30 | \$ 248,083.95 | \$ 243,731.60 | \$ 239,379.25 | \$ 235,026.90 | \$ 230,674.55 | \$ 226,322.20 | \$ 221,969.85 | \$ 217,617.50 | \$ 213,265.15 | \$ 208,912.80 | \$ 204,560.45 | \$ 200,208.10 | \$ 195,855.75 | \$ 191,503.40 |
| Other Assets | 1000 | 2000 | 3000 | 4000 | 5000 | 6000 | 7000 | 8000 | 9000 | 10000 | 11000 | 12000 | 13000 | 14000 | 15000 | 16000 |
| Total Assets | \$ (73,196.39) | \$ (144,132.21) | \$ (212,546.87) | \$ (263,937.50) | \$ (314,480.07) | \$ (363,750.54) | \$ (411,748.92) | \$ (458,311.74) | \$ (503,239.01) | \$ (548,167.28) | \$ (597,157.11) | \$ (625,784.47) | \$ (662,109.95) | \$ (696,770.09) | \$ (726,825.46) | \$ (754,852.02) |
| Accounts Payable | \$ 39,363.82 | \$ 79,814.85 | \$ 118,355.50 | \$ 158,505.41 | \$ 198,697.45 | \$ 238,952.69 | \$ 279,271.13 | \$ 319,670.61 | \$ 360,151.78 | \$ 400,731.96 | \$ 441,406.53 | \$ 482,202.43 | \$ 523,110.69 | \$ 564,151.36 | \$ 605,321.42 | \$ 646,641.95 |
| Leases Payable | | | | | | | | | | | | | | | | |
| Capital | \$ (112,560.21) | \$ (222,948.86) | \$ (330,902.37) | \$ (422,442.91) | \$ (513,177.32) | \$ (602,703.23) | \$ (691,020.04) | \$ (777,982.56) | \$ (863,390.76) | \$ (946,999.26) | \$ (1,028,565.64) | \$ (1,107,866.91) | \$ (1,185,220.64) | \$ (1,260,921.44) | \$ (1,332,146.68) | \$ (1,401,403.98) |
| Retained Earnings | \$ (73,196.39) | \$ (144,132.21) | \$ (212,546.87) | \$ (263,937.50) | \$ (314,480.07) | \$ (363,750.54) | \$ (411,748.92) | \$ (458,311.74) | \$ (503,239.01) | \$ (548,167.28) | \$ (597,157.11) | \$ (625,784.47) | \$ (662,109.95) | \$ (696,770.09) | \$ (726,825.46) | \$ (754,852.02) |
| Total Liabilities & Equity | \$ (73,196.39) | \$ (144,132.21) | \$ (212,546.87) | \$ (263,937.50) | \$ (314,480.07) | \$ (363,750.54) | \$ (411,748.92) | \$ (458,311.74) | \$ (503,239.01) | \$ (548,167.28) | \$ (597,157.11) | \$ (625,784.47) | \$ (662,109.95) | \$ (696,770.09) | \$ (726,825.46) | \$ (754,852.02) |
| Check Total | | | | | | | | | | | | | | | | |
| Cashflow | | | | | | | | | | | | | | | | |
| Net Income | \$ (112,560.21) | \$ (110,386.64) | \$ (107,955.51) | \$ (91,540.54) | \$ (90,734.61) | \$ (89,525.71) | \$ (86,316.61) | \$ (85,962.51) | \$ (85,408.21) | \$ (83,508.51) | \$ (81,666.37) | \$ (79,421.27) | \$ (77,233.74) | \$ (74,700.80) | \$ (72,225.43) | \$ (69,347.10) |
| Cash Provided by Operating Activities | | | | | | | | | | | | | | | | |
| depreciation | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 |
| Incr. Income Allowance for Doubtful Acct | \$ 84.00 | \$ 171.01 | \$ 261.03 | \$ 870.09 | \$ 912.22 | \$ 975.42 | \$ 1,038.81 | \$ 1,119.86 | \$ 1,201.12 | \$ 1,300.42 | \$ 1,396.72 | \$ 1,514.08 | \$ 1,628.44 | \$ 1,760.85 | \$ 1,890.25 | \$ 2,040.71 |
| Change in AR | \$ (1,200.00) | \$ (1,414.00) | \$ (1,378.00) | \$ (19,310.00) | \$ (643.99) | \$ (965.99) | \$ (965.99) | \$ (1,241.98) | \$ (1,241.98) | \$ (1,517.98) | \$ (1,747.97) | \$ (1,763.97) | \$ (1,747.97) | \$ (2,023.97) | \$ (1,977.97) | \$ (2,299.97) |
| Change in Other Assets | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) | \$ (1,000.00) |
| Change In Prepaid | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Change in AP | \$ 39,363.82 | \$ 39,450.83 | \$ 39,540.85 | \$ 40,149.91 | \$ 40,192.04 | \$ 40,255.24 | \$ 40,318.43 | \$ 40,389.66 | \$ 40,480.94 | \$ 40,580.24 | \$ 40,676.54 | \$ 40,793.90 | \$ 40,808.26 | \$ 41,040.67 | \$ 41,170.07 | \$ 41,320.53 |
| Net Cash from Operating Activities | \$ 41,600.17 | \$ 41,560.19 | \$ 41,778.23 | \$ 35,062.36 | \$ 43,812.63 | \$ 43,617.02 | \$ 43,743.41 | \$ 43,629.92 | \$ 43,792.42 | \$ 43,715.04 | \$ 43,953.63 | \$ 43,866.36 | \$ 44,141.07 | \$ 44,129.89 | \$ 44,434.69 | \$ 44,413.63 |
| Purchase of Property and Equipment | \$ (261,141.00) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Proceeds from leases | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital | \$ 100 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Increase in Cash | \$ (332,100.04) | \$ (68,826.46) | \$ (66,177.28) | \$ (56,478.18) | \$ (46,921.98) | \$ (45,908.69) | \$ (44,573.40) | \$ (43,332.59) | \$ 141,615.70) | \$ (39,793.47) | \$ (37,712.74) | \$ (35,584.91) | \$ (33,092.67) | \$ (30,570.91) | \$ (27,790.74) | \$ (24,933.47) |
| Cash Beginning | \$ - | \$ (332,100.04) | \$ - | \$ (66,177.28) | \$ (122,655.47) | \$ (169,577.45) | \$ (215,486.14) | \$ (260,059.54) | \$ (303,392.13) | \$ (345,007.91) | \$ (384,801.38) | \$ (422,514.12) | \$ (458,069.03) | \$ (491,161.69) | \$ (521,732.60) | \$ (549,523.34) |
| Cash Ending | \$ (332,100.04) | \$ (68,826.46) | \$ (66,177.28) | \$ (122,655.47) | \$ (169,577.45) | \$ (215,486.14) | \$ (260,059.54) | \$ (303,392.13) | \$ (345,007.91) | \$ (384,801.38) | \$ (422,514.12) | \$ (458,069.03) | \$ (491,161.69) | \$ (521,732.60) | \$ (549,523.34) | \$ (574,456.82) |

**PROJECTED
PROFIT & LOSS**

Vortex Broadband Communications, Inc.
Projected Profit & Loss

In Re Application for Authority to provide Competitive Local Exchange Service in the State of Florida
 No. 18 C Financial Capability

| Factor | Sep-03 | Oct-03 | Nov-03 | Dec-03 | Jan-04 | Feb-04 | Mar-04 | Apr-04 | May-04 | Jun-04 | Jul-04 | Aug-04 | Sep-04 | Oct-04 | Nov-04 | Dec-04 |
|--------------------|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Revenue | \$ 1,200.00 | \$ 2,442.99 | \$ 3,728.97 | \$ 12,429.90 | \$ 13,031.76 | \$ 13,934.55 | \$ 14,837.34 | \$ 15,698.07 | \$ 17,159.80 | \$ 18,577.47 | \$ 19,953.15 | \$ 21,629.76 | \$ 23,263.38 | \$ 25,154.94 | \$ 27,003.51 | \$ 29,153.01 |
| COS | \$ - | \$ 12.70 | \$ 38.11 | \$ 127.02 | \$ 304.85 | \$ 571.59 | \$ 838.33 | \$ 1,181.29 | \$ 1,524.24 | \$ 1,943.41 | \$ 2,349.87 | \$ 2,845.25 | \$ 3,327.92 | \$ 3,886.81 | \$ 4,433.00 | \$ 5,068.10 |
| Network Expense | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 | \$ 14,338.00 |
| Gross Margin | \$ (13,138.00) | \$ (11,907.71) | \$ (10,647.14) | \$ (2,035.12) | \$ (1,611.09) | \$ (975.04) | \$ (338.99) | \$ 478.78 | \$ 1,296.56 | \$ 2,296.06 | \$ 3,265.28 | \$ 4,446.51 | \$ 5,597.46 | \$ 6,930.13 | \$ 8,232.51 | \$ 9,746.91 |
| SG&A | | | | | | | | | | | | | | | | |
| Total Compensation | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 | \$ 40,185.00 |
| Other | \$ 41,355.15 | \$ 41,642.16 | \$ 41,732.16 | \$ 42,541.24 | \$ 42,583.37 | \$ 42,646.57 | \$ 42,709.76 | \$ 42,991.01 | \$ 43,072.27 | \$ 43,171.57 | \$ 43,267.87 | \$ 43,385.23 | \$ 43,499.59 | \$ 43,632.00 | \$ 43,761.40 | \$ 43,911.88 |
| Total | \$ (81,540.15) | \$ (81,827.16) | \$ (81,917.16) | \$ (82,726.24) | \$ (82,768.37) | \$ (82,831.57) | \$ (82,894.76) | \$ (83,176.01) | \$ (83,257.27) | \$ (83,356.57) | \$ (83,452.87) | \$ (83,570.23) | \$ (83,684.59) | \$ (83,817.00) | \$ (83,946.40) | \$ (84,096.86) |
| EBITDA | \$ (84,878.15) | \$ (93,734.87) | \$ (92,564.31) | \$ (84,761.36) | \$ (84,379.48) | \$ (83,806.61) | \$ (83,233.76) | \$ (82,687.23) | \$ (81,960.71) | \$ (81,060.51) | \$ (80,187.59) | \$ (79,123.72) | \$ (78,087.13) | \$ (76,886.87) | \$ (75,713.88) | \$ (74,349.95) |
| Interest Expense | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 | \$ 391.71 |
| Depreciation | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 | \$ 4,352.35 |
| Property Tax | | | | | | | | | | | | | | | | |
| Net Income | \$ (112,560.21) | \$ (110,386.64) | \$ (107,955.51) | \$ (91,540.54) | \$ (90,734.61) | \$ (89,525.71) | \$ (88,316.81) | \$ (86,962.51) | \$ (85,408.21) | \$ (83,508.51) | \$ (81,866.37) | \$ (79,421.27) | \$ (77,233.74) | \$ (74,700.80) | \$ (72,225.43) | \$ (69,347.10) |

EXHIBIT D

No. 18

Written Explanations - Financial Obligations

In Re: Application of Vortex Broadband Communications Inc. for Authorization to Provide Competitive Local Exchange Service within the State of Florida.

Application No. 18 — Written Explanations of Financial Capability

Vortex Broadband Communications Inc. ("VBCI") is financially qualified to provide and maintain the requested local telecommunications services in the proposed geographic areas within the State of Florida. VBCI also has the financial capability to meet its lease or ownership obligations as they come due. Additionally, VBCI through its members, individually and collectively, has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of local exchange services in the State of Florida.

TITLE PAGE
FLORIDA LOCAL EXCHANGE
TELECOMMUNICATIONS PRICE LIST
OF
VORTEX BROADBAND COMMUNICATIONS INC.

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Vortex Broadband Communications Inc. ("VBCI") with principal offices located at 1655 Palm Beach Lakes Blvd, Suite 402, Tower C, West Palm Beach, Florida 33401. This Price List is applicable to local exchange 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:

EFFECTIVE:

ISSUED BY: Todd Shepherd, Co-Founder
1655 Palm Beach Lakes Blvd.
Suite 402, Tower C
West Palm Beach, Florida 33401

CHECK SHEET

This Price List contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original Price List.

| SHEET | REVISION | | SHEET | REVISION | |
|--------------|-----------------|---|--------------|-----------------|---|
| 1 | Original | * | 27 | Original | * |
| 2 | Original | * | 28 | Original | * |
| 3 | Original | * | 29 | Original | * |
| 4 | Original | * | 30 | Original | * |
| 5 | Original | | 31 | Original | * |
| 6 | Original | * | 32 | Original | * |
| 7 | Original | * | 33 | Original | * |
| 8 | Original | * | 34 | Original | * |
| 9 | Original | * | 35 | Original | * |
| 10 | Original | * | 36 | Original | * |
| 11 | Original | * | 37 | Original | * |
| 12 | Original | * | 38 | Original | * |
| 13 | Original | * | 39 | Original | * |
| 14 | Original | * | 40 | Original | * |
| 15 | Original | * | 41 | Original | * |
| 16 | Original | * | | | |
| 17 | Original | * | | | |
| 18 | Original | * | | | |
| 19 | Original | * | | | |
| 20 | Original | | | | |
| 21 | Original | * | | | |
| 22 | Original | * | | | |
| 23 | Original | * | | | |
| 24 | Original | * | | | |
| 25 | Original | * | | | |
| 26 | Original | * | | | |

* Indicates new or revised sheet with this filing

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SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from another Price List Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List pages in effect. Consult the check sheet for sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.I.
 - 2.1.1.A.I.(a).
- P. **Check Sheets** - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1.0.. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

| | | |
|------|---|------------------------------------|
| C.O. | - | Central Office |
| FCC | - | Federal Communications Commission |
| FPSC | - | Florida Public Service Commission |
| DCC | - | Interexchange Carrier |
| LATA | - | Local Access and Transport Area |
| LEC | - | Local Exchange Carrier |
| MTS | - | Message Telecommunications Service |
| POX | - | Private Branch Exchange |

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CON'T'D.)**1.2 Definitions**

Access Line - A circuit between the station protector on the Customer's telephone service or PBX to, and including, serving central office mainframe.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity that is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this Price List.

Auxiliary Line - An additional individual access line used for one-way (inward to the Customer) service.

Back-up Line - An optional service providing individual line Business Customers with an additional line for inward and outward calling with usage applying for originating and terminating.

Call - A completed connection established between a calling station and one or more called stations.

Carrier or Company - Used throughout this Price List to refer to VBCI unless otherwise clearly indicated by the context.

Central Office - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Company - Used throughout this Price List to refer to VBCI unless otherwise clearly indicated by the context

Customer - Any person, firm, partnership, corporation, or other entity that uses telecommunications services under the provisions and regulations of this Price List and is responsible for payment of charges.

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SECTION 1.0- TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

1.2 Definitions (Cont'd)

Customer Designated Premises - The premises specified by the Customer for termination of services.

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

End Office Switch - A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other and to trunks.

End User - Any person, firm, corporation, partnership or other entity, which uses the services of the Carrier under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the price list, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

Flat Rate Service - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

Holidays - The Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, July 4Lh, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting - Routes a call to an idle Station line.

Intra-LATA Toll Message - Those toll messages that originate and terminate within the same LATA.

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1.2 Definitions (Cont'd)

Local Access and Transport Area (LATA) - A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 for the provision of administration of communication services. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area in which an End User may complete a call without incurring toll charges.

Message Rate Service - A classification, of exchange service for which a charge is made on the basis of use.

Message - a completed telephone call

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

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

Operator Station Call - A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated)

PBX - A private branch exchange; a service providing equipment and facilities for connecting central office trunks and tie lines to stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus

Person-to-Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premise - A building or buildings on contiguous property.

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

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

1.2 Definitions (Cont'd)

Service Connection Charge - A non-recurring charge applying to the establishment of basic telephone service for a Customer and certain subsequent additions to that service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Suspension of service - An arrangement made at the request of the Customer, or initiated by the Company for violation of price list regulations by the Customer, for temporary discontinuing service without terminating the service agreement or removing the telephone equipment from the Customer's premises.

Terminating Charge - A charge applied when a Customer discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item, The basic termination charge is an amount established for an individual item of service or equipment from which to the termination charge is computed.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Trunk - An Access Line which connects to a private Branch Exchange or hybrid system.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Applicability of Price List

This Price List is applicable to local exchange telecommunications services provided by VBCI within the state of Florida.

2.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations**

2.3.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by VBCI. Payment responsibility includes all local and toll calls originating from the Customers' premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicates that such changes are appropriate.

2.3.2 Customer bills for telephone service are due upon receipt, unless otherwise specified by this Price List or by contract.

2.3.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such reasonable fees and expenses incurred by the Company.

2.3.4 The Company reserves the right to assess a return-check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to VBCI by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.3 Payment and Credit Regulations (Cont'd)****2.3.5 Deposits**

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and service.

2.3.6 Advance Payments

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

2.3.7 Taxes

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this Price List.

2.3.8 Disputed Charges

The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within 60 days of invoice date in which the charges appear (or as may be otherwise determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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West Palm Beach, Florida 33401

SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.4 Refunds or Credits for Service Outages or Deficiencies****2.4.1 Credit Allowance for Interruptions of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty-minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals) It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.4.2 Inspection, 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 deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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Suite 402, Tower C
West Palm Beach, Florida 33401

SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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West Palm Beach, Florida 33401

SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.5 Liability (cont'd)**

2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, or for defamation, 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 Company under this Price List, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company ii not directly caused by negligence of the Company.

2.5.4 When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.6 Minimum Service Period**

The minimum service period for which payment is due is one month (30 days).

2.7 Cancellation by Customer

Unless otherwise specified elsewhere in this Price List or by mutually accepted contract between the Customer and the Company, service may be canceled by Customer on not less than 30 days prior written notice to the company.

2.8 Refusal or Discontinuance by Company

VBCI may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- 2.8.1** For failure of a Customer to make a deposit as required under this Price List;
- 2.8.2** For impersonation of another with fraudulent intent;
- 2.8.3** For nonpayment of any sum due;
- 2.8.4** For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- 2.8.5** For any other violation of the Company's rules and regulations applying to Customer's contracts or the furnishing of service;
- 2.8.6** Without notice for abandonment of service;
- 2.8.7** Without notice for use of service in such a way as to impair or interference with the service provided to other Customers;

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.8 Refusal or Discontinuance by Company (Cont'd)**

2.8.8 Without notice for abuse or fraudulent use of service.

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling VBCI's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an inter-exchange carrier from the Florida Public Service Commission

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

This Price List shall be subject to and construed in accordance with Florida law.

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.13 Cost of Collection and Repair**

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

2.14 Restoration of Service

Restoration of service shall be accomplished in accordance with FPSC rules and regulations.

2.15 Tests, Pilots, Promotional Campaigns and Contest

The Company may conduct special promotions from time to time that waive a portion or all processing fees or installment fees. This promotion will be conducted in accordance with the Florida Statutes and TRA rules and regulations.

2.16 Access to Customer's Premises

The customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**2.17 Credit Requirements**

The Company reserves the right to deny or cancel service to entities that do not meet the Company's credit requirements or for whom credit information is not available.

2.18 Late Payment Charges

- (A) Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill, which shall be not less than 25 days from the date of the bill. If payment is not received by the customer" next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month" local service charge, but including arrears and unpaid late payment charges.
- (B) Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.19 Ownership

The provision of service to the Customer and payment by the Customer to the Company does not create any easement, ownership, or property rights of any nature in any facilities used to provide service.

2.29 Termination Charges

- 2.20.1** In the event the Customer cancels, repudiates or otherwise voids the service agreement prior to the time service is established, the Customer shall pay all costs and expenses incurred by VBCI in connection with implementation of service. Such charges shall not exceed the non-recurring charges applicable to the services, plus any special construction costs.

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D)**2.20 Termination Charges Cont'd**

2.20.2 If any portion of the Customer's service is disconnected for any reason prior to the end of the service period, the Customer shall pay a termination liability charge equal to 100% of the payments remaining on the service period within thirty (30) days of the disconnection.

2.21 Installations

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is ten working days.

2.22 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- A. Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- B. Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES**3.1 General**

VBCI is a reseller of local exchange service providing basic local exchange communications services throughout Florida.

VBCI's rates and service are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for VBCI's provision of local exchange service.

Customers are billed based on their use of VBCI's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call, time of day, day of week, and/or duration.

3.2 Quality of Service Standards

VBCI will offer local exchange services, including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

VBCI's services will provide service to meet the following standards:

- 3.2.1** At least 95% of all calls will receive dial tone within three (3) seconds;
- 3.2.2** At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition;
- 3.2.3** Call completion rate for intra-office calls, interoffice calls, extended area calls and intra-LATA toll calls will be at least 95%.
- 3.2.4** Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

- 3.3** Network switched service is provided via one more channels terminated at the Customer's premises. Each Network Switched Services channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Network Switched Services provides a Customer with a connection to the Company's switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXXX)

Basic Business Residential Access Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets for facsimile machines. A non-recurring service connection charge applies to each new access line installation and monthly recurring charge applies for access line.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)**3.4 Network Switched Service (Cont'd)****3.4.1 Classes of Service****A. Flat Rate Service**

Monthly exchange rates for flat rate service entitles Customers to an unlimited number of messages to all exchange access lines bearing the designation of central offices within the serving exchange.

B. Message Rate Service

Monthly exchange rates for message rate service entitle Customers to a message allowance where there is no incremental charge per message up to and including the monthly message allowance. Messages in excess of the monthly message allowance are billed on a per call basis. Messages in excess of the monthly message allowance are \$0.10 and \$0.12 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and 75 messages for Residential lines and Business lines respectively.

Applicable to service in areas where Verizon is the ILEC. The messages in excess of the monthly message allowance are \$0.10 and \$0.10 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and -0- messages for Residential lines and Business, respectively.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.1 Classes of Service (Cont'd)

C. Vacation Service/Customer Requested Temporary Suspension of Service

Vacation service allows Customers to temporarily suspend service for a minimum of one month and up to a maximum of six months.

Rates where BellSouth is the ILEC. The monthly charge for this service is 50% of the normal monthly rate regularly charged to Customers that subscribe to either flat rate or message rate service.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.2 Monthly Recurring Charges

BellSouth ("Bell") Areas — Rate Groups 1-6

| Service Type | Rate Groups 1-6 | | | | | |
|--|-----------------|--------|--------|--------|--------|--------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Residential Flat Rate | \$7.41 | \$7.82 | \$8.22 | \$8.53 | \$8.93 | \$9.29 |
| Residential Message Rate Up to 30 Call Allowance | 6.77 | 6.77 | 6.77 | 6.77 | 6.77 | 6.77 |
| Per Call, past the 30 Call Allowance | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| Business Single-Line Flat Rate | 20.11 | 21.12 | 22.24 | 23.25 | 24.22 | 25.29 |
| Business Multi-Line Flat Rate | 21.40 | 22.48 | 23.67 | 24.75 | 25.78 | 26.92 |
| Business Message Rate Up to 75 Call Allowance | 17.09 | 17.95 | 18.90 | 19.76 | 20.59 | 21.50 |
| Per Call, past the 75 Call Allowance | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| Business/Hunting Rotary, add'l per Line | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd) -

3.4.2 Monthly Recurring Charges (Cont'd)

BellSouth ("Bell") Areas — Rate Groups 7-8

| Service Type | Rate Groups 1-6 | | | | | |
|--|-----------------|--------|---------|---------|---------|---------|
| | 7 | 8 | 9 | 10 | 11 | 12 |
| Residential Flat Rate | \$9.64 | \$9.95 | \$10.20 | \$10.46 | \$10.61 | \$10.81 |
| Residential Message Rate Up to 30 Call Allowance | 6.87 | 7.09 | 7.27 | 7.45 | 7.57 | 7.71 |
| Per Call, past the 30 Call Allowance | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 |
| Business Single-Line Flat Rate | 26.15 | 27.01 | 27.82 | 28.43 | 29.04 | 29.55 |
| Business Multi-Line Flat Rate | 27.85 | 28.75 | 29.62 | 30.27 | 30.92 | 31.46 |
| Business Message Rate Up to 75 Call Allowance | 22.23 | 22.96 | 23.65 | 24.17 | 24.68 | 25.12 |
| Per Call, past the 75 Call Allowance | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 | 0.12 |
| Business/Hunting Rotary, add'l per Line | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.3 Monthly Recurring Charges (Cont'd)

A. Residential Service per line

**Incumbent Local exchange Area
Bell**

| | |
|---------------------------------|-------|
| Touch Tone | \$n/c |
| FCC Charge | 4.35 |
| Hearing and Speech Surcharge | 0.12 |

B. Business Service per line

**Incumbent Local exchange Area
Bell**

| | |
|--------------------------|-------|
| Touch Tone | \$n/c |
| FCC Charge (Single line) | 4.35 |
| FCC Charge (Multi-Line) | 7.84 |
| Hearing | |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.4 Monthly Non-Recurring Charges

A. Residential Service, per line

**Incumbent Local Exchange Area
Bell**

| | |
|----------------------------------|---------|
| Basic Line, | \$55.00 |
| Second Line, same order as basic | 12.00 |
| Second Line, added later | 40.00 |
| Premise visit trip charge | |
| - 1 st 15 minutes | 25.00 |
| - Each additional 15 minutes | 9.00 |
| Telephone Number change | 23.00 |
| Restore Service | 23.00 |
| Trouble Location | 35.00 |
| PIC Change | 1.49 |

B. Business Service, per line

**Incumbent Local Exchange Area
Bell**

| | |
|----------------------------------|---------|
| Basic Line, | \$56.00 |
| Second Line, same order as basic | 12.00 |
| Second Line, added later | 56.00 |
| Premise visit trip charge | |
| - 1 st 15 minutes | 28.00 |
| - Each additional 15 minutes | 9.00 |
| Telephone Number change | 38.00 |
| Restore Service | 38.00 |
| Trouble Location | 35.00 |
| PIC Change | 1.49 |

* The premise visit charge is \$35.00 and does not fluctuate based on the duration of the visit.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.5 Calculation of Distance

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

The airline mileage between Wire Centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the wire centers involved. 11)3 uses the industry standard wire centers and associated vertical and horizontal.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates, Of the industry standard wire centers, in the following manner:

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the difference between the "H" coordinate.
- Step 3 - Square the difference obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)**3.6 Calling Features**

Customer of the Company's Access Line, Trunk Service or Centrex arrangements may - obtain central office based functions that are auxiliary to call processing. The availability of these features is dependent upon the central office that services the Customer's location. The features in this section are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.6.1 Residential Service**A. Monthly Recurring Charges:**

| | <u>Incumbent Local Exchange Area</u> <u>Bell</u> |
|-------------------------------------|---|
| Call Forwarding | \$2.45 |
| Call Forwarding Busy Line | 1.00 |
| Call Forwarding No Answer | 1.00 |
| Call Forward with Remote Activation | 5.20 |
| Fixed Call no Answer | 1.00 |
| Fixed Call forwarding busy | 1.00 |
| Three Way Calling | 4.70 |
| Three Way Calling, per use | 0.90 |
| Call Waiting | 5.15 |
| Call Waiting/Cancel Call Waiting | 5.15 |
| Speed Dialing S-Code | 3.00 |
| Distinctive Ring Plus | 6.00 |
| Call Return | 5.00 |
| Call Return, per activation | 0.90 |
| Repeat Dialing | 4.00 |
| Repeat Dialing, per activation | 0.90 |
| Call Waiting | 6.00 |
| Call Trace | 3.50 |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.6 Calling Features (Cont'd)

3.6.1 Residential Service, (Cont'd)

A. Monthly Recurring Charges, (Cont'd)

| | <u>Incumbent Local Exchange Area Bell</u> |
|--------------------------|---|
| Call Block | 4.00 |
| Caller ID | 6.00 |
| Caller ID Block | 7.50 |
| Anonymous Call Rejection | 3.00 |

B. Non-Recurring Charges:

| | <u>Incumbent Local Exchange Area Bell</u> |
|---|---|
| All other features, - with initial order | n/a |
| - with subsequent order | 19.00 |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.6 Calling Features (Cont'd)

3.6.2 Business Service

A. Monthly Recurring Charges:

| | <u>Incumbent Local Exchange Area</u> <u>Bell</u> |
|-------------------------------------|---|
| Call Forwarding ESM | \$3.60 |
| Call Forwarding Busy Line | 4.75 |
| Call Forwarding no Answer | 4.75 |
| Call Forward with remote activation | 11.00 |
| Fixed Call no Answer | 4.75 |
| Fixed Call Forwarding Busy | 4.75 |
| Three Way Calling | 6.00 |
| Three Way Calling, per use | 0.90 |
| Call Waiting/Cancel Call Waiting | 7.00 |
| Speed Dialing S-Code | 5.00 |
| Distinctive Ring Plus | 10.00 |
| Call Return | 6.50 |
| Call return, per activation | 0.90 |
| Repeat Dialing | 4.00 |
| Repeat Dialing, per activation | 0.90 |
| Call Trace | 7.00 |
| Call Block | 5.50 |
| CallerID | 11.00 |
| Caller ID Deluxe | 11.00 |

B. Nonrecurring Charges:

| | <u>Incumbent Local Exchange Area</u> <u>Bell</u> |
|------------------------|---|
| All other features, | |
| -with initial order | n/a |
| -with subsequent order | 19.00 |

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)**3.7 Packaged Calling Features****3.7.1 Residential Services****A. Monthly Recurring Charges — BellSouth Areas**

A monthly recurring discount for features does not apply to residential lines, VBCI may from time to time offer promotional packages reflecting a combination of calling services and features that shall be filed as part of this Price List accordingly.

3.7.2 Business Service**A. Monthly Recurring Charges — BellSouth Area**

A monthly recurring discount of up to 20% off of the incumbent local exchange carrier's rate is offered when multiple features are purchased for the same access line. VBCI may from time to time offer promotional packages reflecting a combination of calling services and features that shall be filed as part of this Price List accordingly.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)**3.8 Blocking Service****3.8.1 General**

Blocking service is a feature that permits a Customer to restrict access from his or her telephone line to various discretionary services. Blocking Service is available where equipment and facilities permit. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls. The following blocking options are available to Residential and Business Customer:

3.8.2 Service Offering in BellSouth Area

- A.** Option #1 — allows the Customer to block the following calls:
Operator 0-, Operator 0+, 1+900, 1+555-1212 and 1+NPA-555-1212, 411, 976 and 1+976.
- B.** Option #2 — allows the Customer to block the following calls: 976, 1+976, Operator 0- and Operator 0+.
- C.** Option #3 — allows the Customer to block the following calls:
Operator 0-, Operator 0+, 1+900, 1+555-1212, 1+NPA-555-1212.
- D.** Option #4 — allows the Customer to block the following calls: 976, 1+976, and 1+900.

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.8 Blocking Services (Cont'd)

3.8.3 Rates in BellSouth Service Area

- A.** Options #1 - #3. The nonrecurring charge for each line of Blocking service is \$10.00. The monthly rate of Blocking Service is as follows:

| | <u>Monthly Charge, each line</u> |
|----------------|----------------------------------|
| Residence line | \$2.50 |
| Business Line | 3.75 |
| PBX Trunk | 5.50 |

- B.** Option #4 — A one time charge of \$10.00 applies after the Customer has subscribed to the service for 60 days. No monthly charge applies.

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SECTION 4- MISCELLANEOUS SERVICES

4.1 Directory Assistance

The Customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the Customer requests that the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion charge, in addition to any other appropriate charges.

There shall be no charge for the first SO directory assistance calls made per billing cycle for line or trunks service individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

The service charges for each service are noted below:

| | | | <u>Incumbent Local Exchange Area</u> <u>Bell</u> |
|----|-------------------------------|--------|---|
| A. | Directory Assistance | \$0.36 | |
| B. | Directory Assistance Call | 0.60 | |
| C. | National Directory Assistance | 0.95 | per request |

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SECTION 4- MISCELLANEOUS SERVICES**4.2 Local Operator Services**

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods and is as follows:

| | | <u>Incumbent Local Exchange Area Bell</u> |
|----|---|---|
| A. | Customer Dialed Calling Card | \$0.75 |
| B. | Station to Station operator assisted, collect, third party | 1.00 |
| C. | Person-to-Person operator assisted local call | 2.50 |
| D. | Operator Busy Verification | 0.35 |
| F. | Operator Emergency Interruption | 0.40 |

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SECTION 4- MISCELLANEOUS SERVICES**4.3 Directory Assistance**

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on Directory Assistance records. Listing information (name, address, telephone number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence and Business Customers.

**Incumbent Local Exchange Area
Bell**

| | | |
|----|---------------------------------|--------|
| A. | Non-Published Number, per line | \$1.75 |
| B. | Non-Published Number, per line | 0.80 |
| C. | Additional Listing, per listing | 1.20 |

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SECTION 4- MISCELLANEOUS SERVICES**4.4 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

4.5 Discounts for Hearing Impaired Customer

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

4.6 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. VBCI will only handle these calls if the caller dials all of the digits to route and bill the call after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 5.0 - SPECIAL ARRANGEMENTS**5.1 Special Construction**

Where the Company furnishes a facility services for which a rate or charge is net specified in the Company's Price List, charges will be based on the costs incurred by the Company (including return) and may include:

- A) NON-RECURRING CHARGES;**
- B) RELURRJNG CHARGES;**
- C) TERMINATION LIABILITIES; OR**
- D) COMBINATIONS OF (A), (B), AN) (C)**

5.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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