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June 25, 2004

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

COMMISSION
CLERK

Re: Petition of RNK Telecom, Inc. for Authority to Provide ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

Dear Secretary:

Enclosed please find an original and two (2) copies of the application of RNK Telecom, Inc., a Florida corporation (RNK, Inc.) to Provide Alternative Local Exchange Service in Florida together with the following Exhibits:

- \$250.00 Application Fee
 - Exhibit 1 A and B A copy of RNK Telecom's certificate of authority to do business in Florida issued by the Secretary of State
 - Exhibit 2 a proposed Competitive Network Services ^{*}Tariff conforming to Commission Rule 25-24.485 ** TARIFF: forwarded to CYP.*
 - Exhibit 3 A and B containing resumes of Management Personnel and Technical Personnel
 - Exhibit 4 A and B containing audited financial statements for the most recent 3 years including a balance sheet; income statement; and statement of retained income.
 - Exhibit 4 C, D and E containing written explanations and documentation of RNK Telecom's ability to provide and maintain interexchange service and to meet lease and ownership obligations in the state of Florida.
- 07089-04 • Appendix A, RNK Telecom's Motion for Protective Order.

RNK Telecom, Inc. contemporaneously files a Motion for Protective Order at Exhibit 5, as provided in Rule 25-22-006(5)(a) of the Commission's rules, requesting confidential treatment of the information contained in a sealed manila envelope labeled "Exhibit 4 Confidential". This Exhibit contains sensitive financial information, which RNK Telecom considers proprietary and confidential. Disclosure of the confidential information contained in Exhibit 4 could adversely effect RNK Telecom's business affairs and give competitors an unfair advantage. RNK Telecom, Inc. respectfully requests that its financial statements be viewed by Commission staff only in the discharging of its duties, and not be released to the public, consistent with RNK Telecom's Motion, if granted.

CONFIDENTIAL
07090-04

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

RECEIVED & FILED

Jh
FPSC-BUREAU OF RECORDS

Initials of person who forwarded check

[Signature]

DOCUMENT NUMBER-DATE

07088 JUN 29 3

FPSC-COMMISSION CLERK

Please stamp and return in the self-addressed postage paid envelope included the sheets marked "copy" of this transmittal letter and the Motion for Confidential Treatment of Financial Information. If you need more information, please contact me at your earliest opportunity.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael Tenore", is written over a light gray rectangular background.

Michael Tenore
Counsel
RNK Telecom, Inc.
333 Elm Street, Suite 310
Dedham, MA 02026
Phone: (781) 613-6119
Fax: (781) 297-9836
Email: mtenore@rnktel.com

COPY

**** 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:

RNK Telecom, Inc. _____

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

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

333 Elm Street, Suite 310

Dedham, Massachusetts 02026

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

Corporate Research Solutions, Inc.
1333 N. DUVAL STREET
Tallahassee, Florida 32301

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: _____

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:

P03000004816

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

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

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:

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

(a) The Florida Secretary of State registration number:

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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: _____

14. **Provide F.E.I. Number(if applicable): 04-3149565** _____

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.

Not Applicable

(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.

Not Applicable

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

(a) The application:

Name: Michael S. Tenore
Title: Counsel
Address: 333 Elm Street, Suite 310
City/State/Zip: Dedham, Massachusetts 02026
Telephone No.: (781) 613-6119 Fax No.: 781-297-9836
Internet E-Mail Address: Mtenore@rnktel.com
Internet Website Address: www.rnktel.com

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

Name: Douglas S. Denny-Brown
Title: V.P. Regulatory Affairs/ General Counsel
Address: 333 Elm Street, Suite 310
City/State/Zip: Dedham, Massachusetts 02026
Telephone No.: (781) 613-6103 Fax No.: 781-297-9836
Internet E-Mail Address: Dougdb@rnktel.com
Internet Website Address: www.rnktel.com

(c) Complaints/Inquiries from customers:

Name: Customer Service
Title: _____
Address: 333 Elm Street, Suite 310
City/State/Zip: Dedham, Massachusetts 02026
Telephone No.: 877-323-2486 Fax No.: 781-297-2019
Internet E-Mail Address: support@rnktel.com
Internet Website Address: www.rnktel.com

17. List the states in which the applicant:

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

Not Applicable

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

Not Applicable

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

RNK, Inc. is domesticated in Florida as RNK Telecom, inc. RNK, Inc. is certified in Massachusetts, Rhode Island, New Hampshire, Connecticut, Vermont, New York and Maine.

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

Not Applicable

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

Not Applicable

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

Not Applicable

18. Submit the following:

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

See Exhibit 3 Attached

B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Exhibit 3 Attached

C. Financial capability.

RNK Telecom does not have audited figures for the most recent 3 years. Please find RNK Telecom's unaudited financial statements for the last 3 years attested to by RNK Telecom's Chief Executive Officer and Vice President Finance affirming that the financial statements are true and correct. These Figures are being submitted under a Motion for Protective Order and unedited figures are provided in a sealed manila envelope. See Exhibit 4A Attached.

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.

See Exhibit 4B Attached

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

See Exhibit 4A Attached

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

See Exhibit 4A Attached

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:

Richard N. Koch
Print Name

President
Title

(781) 297-9837
Telephone No.


Signature

June 25, 2004
Date

(781) 297-9836
Fax No.

Address:

RNK Telecom

333 Elm Street, Suite 310

Dedham, Massachusetts 02026

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:

Richard N. Koch
Print Name

President
Title

(781) 297-9837
Telephone No.


Signature

June 25, 2004
Date

(781) 297-9836
Fax No.

Address: RNK Telecom
333 Elm Street, Suite 310
Dedham, Massachusetts 02026

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

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

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

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

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

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

¹Currently, RNK is in the process of negotiating an interconnection Agreement with Verizon. RNK has a leased POP at 50 NE 9th Street, Miami, FL 33132 used for RNK's current interstate services offerings in Florida. RNK would likely use this facility, in conjunction with others to provide service once RNK became certified and obtained an interconnection agreement. RNK will work thereafter to expand to other ILEC networks.

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

APPLICATION FORM
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WITHIN THE STATE OF FLORIDA

EXHIBIT 1

RNK Telecom, Inc.

Re: Question #8.

- A. provide proof of authority to operate in Florida

**Please See Attached Certificate of Authority Issued by the Florida
Secretary of State.**

State of Florida



Department of State

I certify from the records of this office that RNK TELECOM, INC., is a corporation organized under the laws of the State of Florida, filed on January 10, 2003, effective January 31, 1992.

The document number of this corporation is P03000004816.

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
Seventeenth day of January, 2003



CR2EO22 (1-03)

Ken Detzner

Ken Detzner
Secretary of State

**** 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

EXHIBIT 2.

RNK Telecom, Inc.

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

Please See Attached RNK Telecom, Inc. Competitive Network Services Tariff No. 2.

TITLE SHEET

FLORIDA COMPETITIVE NETWORK SERVICES TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for competitive network and resold telecommunications services provided by RNK Telecom, Inc., with principal offices at 333 Elm Street, Dedham, Massachusetts 02026. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, 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 tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1*	Original	40	Original
2	Original	41	Original
3	Original	42	Original
4	Original	43	Original
5	Original	44	Original
6	Original	45	Original
7	Original	46	Original
8	Original	47	Original
9	Original	48	Original
10	Original	49	Original
11	Original	50	Original
12	Original	51	Original
13	Original	52	Original
14	Original	53	Original
15	Original	54	Original
16	Original	55	Original
17	Original	56	Original
18	Original	57	Original
19	Original	58	Original
20	Original	59	Original
21	Original	60	Original
22	Original	61	Original
23	Original	62	Original
24	Original	63	Original
25	Original	64	Original
26	Original	65	Original
27	Original	66	Original
28	Original	67	Original
29	Original	68	Original
30	Original	69	Original
31	Original	70	Original
32	Original	71	Original
33	Original	72	Original
34	Original	73	Original
35	Original	74	Original
36	Original	75	Original
37	Original	76	Original
38	Original	77	Original
39	Original	78	Original
		79	Original

ISSUED: June 28, 2004

By:

Richard N. Koch, President
 333 Elm Street
 Dedham, MA 02026

Effective: _____

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ISSUED: June 28, 2004

Effective: _____

By: Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SYMBOLS SHEET

D – Delete or Discontinue

I – Change Resulting In An Increase to A Customer's Bill

M – Moved From Another Tariff Location

N – New

R – Change Resulting In A Reduction To A Customer's Bill

T – Change in Text Or Regulation But No Change In Rate Or Charge

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

TARIFF FORMAT SHEETS

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

B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 1 – TECHNICAL TERMS AND ABBRIVIATIONS

Access Line: An arrangement that connects the Customer's telephone to an RNK-designated switching center or point of presence.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to use the Company's service under the terms and conditions of this notice. The Customer remains responsible for payment of services.

Available Usage Balance: The amount of usage remaining on a Debit Service Account at any particular point in time. Each Service Account or Card has an Initial Usage Balance to be debited which is stated either in usage minutes or U.S. dollars, depending upon the type of service. The Available Balance is depleted as the Customer uses services provided by the Company.

Bit: The smallest unit of information in the binary system of notation.

Calling Card: A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card attached to a presubscribed service, or Debit Service with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

Central Office or CO: A site where local telephone switches and other equipment reside for purposes of routing calls and other functions.

Commission: The Florida Public Service Commission

Company or Carrier: RNK, Inc. d/b/a RNK Telecom®, the issuer of this tariff.

Customer: The person, firm, corporation or other entity that orders, cancels, amends or uses services from, and is responsible for, payment of charges and compliance with the Company's applicable notices or tariffs.

Debit Service: A service accessed via a "1-800" or other access number whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

ISSUED: June 28, 2004

Effective: _____

By: Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS, CONT'D

Debit Service: A calling card and/or Personal Identification Number which represents a prepaid usage balance depleted on a real-time basis during each Debit Service call.

Debit Service Call: An originated telecommunications whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

Debit Service Card: A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card representing a Debit Service, with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

Debit Service Payment: A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance on a Debit Service.

Dedicated Facility: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

FPSC: The Florida Public Service Commission.

Depletion: Real time reductions in the Available Usage Balance, based on usage of the Customer Debit Service.

End User: Any Customer of an intrastate telecommunications service that is not a carrier.

Individual Case Basis ("ICB"): A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

Initial Usage Balance: The amount of usage on a Debit Service upon issuance or activation and before any depleting call activity.

LATA: Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC: Local Exchange Company.

Marks: A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device, image or merchandise to which legal rights or ownership are held or reserved by an entity.

ISSUED: June 28, 2004

Effective: _____

By: Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 1 - TECHNICAL TERMS AND ABBRIVIATIONS, CONT'D

NECA: National Exchange Carriers Association.

Personal Identification Number (PIN): A unique pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services accessed and provided. The Customer is responsible for charges incurred through the use of his or her assigned PIN.

Premises: The physical space designated by a Customer or authorized user for the termination of the Company's service.

Renewal: A method of replenishing a Debit Service's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Responsible Organization: An entity selected by the Customer of toll-free (800/888/877) service to manage the service.

RNK: Refers to RNK, Inc. d/b/a RNK Telecom[®], a/k/a RNK Telecom, Inc. unless otherwise indicated by the context.

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

Sponsor: A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with calling cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

Standard Rate: The monthly recurring rate applicable to a tariffed service ordered, purchased, or defaulted to the month-to-month service plan or agreement.

Subscriber: The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this notice. A Subscriber is also a Customer under the terms of the notice.

Switched Access Origination/Termination: Access between the Customer and an interexchange carrier provided on local exchange company Feature Group circuits where the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

ISSUED: June 28, 2004

Effective: _____

By: Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking the Company

This tariff contains the rules, regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the FPSC's rules. In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested. Service will be furnished (i) through the Company's own facilities, (ii) through the use of network elements procured from facilities-based Local Exchange Carriers, (iii) public and/or private Internet Protocol ("IP") networks (i.e., the Internet) and (iv) through a combination of the foregoing.

2.2 Use

The Customer may use services provided under this tariff for any lawful telecommunications purpose for which the service is technically suited. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Resellers and rebillers of the Company's service must be certified with the Florida Public Services Commission.

2.3 Limitations of Service

2.3.1 Shortage of Equipment Facilities

- .1** 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** The furnishing of service under this tariff 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, from time to time, to furnish service as required at the sole discretion of the Company.
- .3** The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 2 – RULES AND REGULATIONS, (Cont'd)

2.3 Limitations of Service, (Cont'd)

- 2.3.2** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.3** This tariff shall be interpreted and governed by the laws of the State of Florida without regard to the State's choice of laws provisions.
- 2.3.4** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.3.5** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.8** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to theirs.

ISSUED: June 28, 2004

Effective: _____

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2.3.9 RNK Broadband Voice Service is not supported by an in-home back-up power source, and if electrical power or and/or the underlying broadband connection are not operating, the Broadband Voice Service—including the ability to access emergency 911 services will not be available.

2.3.9.A In addition, 911 dialing is only available when service is activated, which initially requires entry of applicable usernames or passwords, as required by the applicable software.

2.3.9.B While certain call-back capabilities, if they are available, may function on this Service, any interruption – before, during or after any call -- in power supply, broadband Internet connection, Internet service provider login, or Service login may cause these features to fail.

2.4 Liability of the Company

2.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section **2.11**, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Liability of the Company (Cont'd)

- 2.4.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; the inability to access emergency services after a completed 911 call or call attempt in accordance with this tariff; any law, order, rule, regulation, direction, action or request of the government or of any other government, including Florida and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, Florida, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

Liability of the Company (Cont'd)

- 2.4.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.4.8** Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.9** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.10** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.4.11** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.4.12** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Liability of the Company, (Cont'd.)

- 2.4.13** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.9 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.4.16** In Conjunction with the Busy Line Verification and Interrupt Service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.4.17** In conjunction with Broadband Voice Services, the Customer, by use of this service, acknowledges that the service is provided over an Internet Protocol (IP) network. The customer is solely responsible for providing the broadband connection needed to access this service. The Company makes no warranty or guarantee regarding the quality, availability, or security of the communications over the broadband portions of the Company's service.
- 2.4.17.A** The Customer, by use of this service, acknowledges and understands that if there is a service outage for any reason, such outage will prevent Service, including access to 911/E911 and emergency dialing. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Tariff.
- 2.4.18** In conjunction with Broadband Voice Services, the Company shall not be liable for any Service outage and/or inability to access 911/E911 or to access emergency service personnel, except as set forth in this Tariff. **THE CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RNK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

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

2.4.20 Any provisions that limit liability or damages do not apply to the extent they conflict with FPSC rules.

2.4.21 The Company shall not be liable for charges from the underlying LEC should a Customer's account incur a non-discounted service or charge from the underlying Local Exchange Carrier.

2.5 Obligations of the Company

2.5.1 Service may be initiated based on a written or verbal agreement between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Obligations of the Company, (Cont'd)

2.5.2 Notification of Service-Affecting Activities

5 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.6 Assignments or Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no significant interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

2.7 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The Company reserves the right to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month shall be a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.8 Obligations of the Customer

2.8.1 General - The Customer shall be responsible for:

- .A the payment of all applicable charges pursuant to this tariff;**

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Obligations of the Customer, (Cont'd)

- .B** reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- .C** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .D** Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- .E** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- .F** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- .G** providing explicit notice to any and all potential third party users of Customer's Broadband Voice Service of Customer obligations and conditions under which 911/E911 service is available and not available under this Tariff and any Company notices. Failure to make such notice will subject Customer to liability pursuant to Section 2.8.2.A, and other applicable sections of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Obligations of the Customer, (Cont'd.)

2.8.1 General, (Cont'd.)

- .H** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .I** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and,
- .J** paying all non-discounted service or other charge from the underlying Local Exchange Carrier related to the Customer's account, which the Company will pass-through the charge to the Customer at the Company's cost.

2.8.2 Claims

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

- .A** any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .B** any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of 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 the agreement between the Customer and the Company.
- .C** any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd)

2.9.1 Responsibility for Charges

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

In particular, but not exclusively, the Customer is responsible for any and all cost(s) incurred as the result of:

- .A any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- .B any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .C any calls placed by or through the Customer's equipment via any remote access feature(s);
- .D any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .E any and all calls placed to a toll free telephone number (e.g., 800/888) provided to the Customer by the Company.

2.9.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- .A All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .B The Company shall present bills for Recurring Charges monthly to the Customer, for the month that service is provided.
- .C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd)

2.9.3 Late Payment Charge

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida State Law.

2.9.4 Deposits

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

2.9.5 Advance Payments/Pre-Paid Service

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. In accordance with Rule 25-24.490(2) of the Florida Administrative Code, the advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's average charges for the service or facility, including all usage charges. Any customer may avail itself of the pre-paid option. In certain circumstances, e.g., poor credit history, the Company may in its discretion only offer services to a customer under the pre-paid plan. Customers under a pre-paid service are responsible for paying their predetermined pre-paid amount before each month's service is rendered. Should a customer not pay the required amount before the date due, their service will be discontinued and reinstallation and other charges may apply.

A return payment charge will be applied to each payment dishonored by the institution. A charge of \$25.00 if the face value of the payment does not exceed \$50.00; \$30.00 if the face value of the payment exceeds \$50.00 but does not exceed \$300.00, and \$40.00 if the face value of the payment exceeds \$300.00, or 5% of the face value of the payment, whichever is greater, will apply whenever a payment for service is not accepted by the institution on which it is written. The Return Payment Charge applies to any payments which are unable to be processed, but is not limited to: Insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

In such cases, the customer will have five (5) business days' grace period to render a money order or cashier's check for the amount due plus applicable charges and fees to the Company before service will be discontinued. Upon request, or of its own volition, the Company may review a pre-paid customer's payment record with the Company after six month and one year intervals and offer the customer the option to become a post-paid customer.

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 recurring charges for a time period set by the Company and the customer. The advance payment will be credited to the customer's initial bill and/or over the relevant time period. An advance payment is not a deposit, and may in fact be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Billing and Payment for Service, (Cont'd.)

2.9.6 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt. Any unresolved disputes may be directed to the attention of the Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0866. The Commission may also be reached toll free at 1-800-342-3552 or 1-800-955-8771 for the hearing impaired.

2.10 Discontinuance of Service

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below in accordance with Rule 25-4.113 of the Florida Administrative Code. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

2.10.1 Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .A** For nonpayment of any amounts owing to the Company;
- .B** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

2.10.2 Upon five (5) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability for failure to comply with the Service Agreement or Company tariff.

2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

2.10.4 Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .A** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Discontinuance of Service, (Cont'd.)

2.10.4, (Cont'd)

- .B** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- .C** For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- .D** For noncompliance with or violation of Commission regulation or Company rules and regulations on file with the Commission.
- .E** For reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such services.
- .F** In the event of tampering with the equipment or services owned by the Company or its agents.
- .G** In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .H** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .I** For unauthorized or unlawful use of Authorization Codes. Such codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- .J** To prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services.
- .K** The Customer refuses to provide information or provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company's service(s); or
- .L** The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .M** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10.4.M Discontinuance of Service, (Cont'd.)

- ?? Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
- ?? Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- ?? Any other fraudulent means or devices; or Use of service in such a manner as to interfere with the service of other users; or
- ?? Use of service for unlawful purposes.

2.11 Allowances for Interruptions of Service

2.11.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to the Company by the Customer, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 Allowances for Interruptions of Service, (Cont'd.)

2.11.2 Limitations on Allowances

No credit allowance will be made for:

- .A** interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .B** interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .C** interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .D** interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .E** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .F** interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

2.11.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.12 Cancellation of Service

2.12.1 Cancellation of Application for Service:

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 Cancellation of Service, (Cont'd)

2.12.1 Cancellation of Application for Service: (Cont'd)

- .A** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .B** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.12.2 Cancellation Prior to Expiration of Term

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .A** all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .B** any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Public Service Commission for approval, plus
- .C** all Recurring Charges specified in the applicable Service Order for the balance of the then current terms.
- .D** the receipt of a SIP telephone or ATA adapter, the cost of which, or the unit itself (if in good working order) shall be returned to Company at Customers expense within ten (10) business days.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.13 Deferment of Service

When a deferment of the date for placing facilities and equipment in service is requested by the applicant after the start of construction (usually at the time the required equipment has been purchased by the Company), charges based on costs apply, upon demand by the Company, for any deferment in excess of one (1) month. The costs include the monthly carrying charges on the Company's investment in equipment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of equipment and facilities be deferred for more than eighteen (18) months. After eighteen (18) months the installation is considered cancelled, and the applicant is responsible for the payment of costs as specified in Section 2.13.1.1

2.14 Continuation of Service

2.14.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

2.14.2 For Term Agreement Customers: Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

2.15 Notices and Communications

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

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

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.16 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

2.17 Taxes, Fees and Surcharges

2.17.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.17.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.17.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.18 Timing of Messages

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

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

2.18.3 Call timing ends when either party hangs up, thereby releasing the network connection.

2.19 Calculation of Mileage

Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

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SECTION 3 EXCHANGE SERVICE LIST

The Company has included all of the exchanges in the BellSouth, Verizon-Florida and Sprint-Florida (formerly served by United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

BellSouth exchanges (and corresponding BellSouth rate group number):			
Archer (5)	Ft. George (9)	Miami (12)	Sanford (8)
Baldwin (9)	Ft. Lauderdale (12)	Micanopy (5)	Sebastian (6)
Bell Glade (3)	Ft. Pierce (5)	Middleburg (9)	Stuart (6)
Big Pine Key (E)	Gainesville (6)	Milton (6)	Sugarloaf Key (4)
	Geneva (7)	Munson (6)	Sunny Hills (3)
Boynton Beach (10)	Graceville (3)	Newberry (5)	Titusville (5)
Bronson (E)	Green Cove Springs (3)	New Smyrna Beach (4)	Trenton (E)
Brooksville (5)	Gulf Breeze (6)	North Dade (12)	Vernon (3)
Bunnell (3)	Havana (6)	North Key Largo (3)	Vero Beach (5)
Cantonment (6)	Hawthorne (5)	Oak Hill (4)	Weekiwachee Springs (5)
Cedar Keys (1)	Hobe Sound (6)	Old Town (2)	Welaka (4)
Century (6)	Holley-Navarre (6)	Orange Park (9)	West Palm Beach (10)
Chiefland (3)	Hollywood (12)	Orlando (11)	Yankeetown (4)
Chipley (3)	Homestead (12)	Oviedo (11)	Youngstown-Fountain (5)
Cocoa (7)	Islamorada (4)	Pace (6)	Yulee (9)
Cocoa Beach (7)	Jacksonville (10)	Pahokee (3)	
Coral Springs (12)	Jacksonville Beach (9)	Palatka (4)	
Cross City (2)	Jay (E)	Palm Coast (3)	
Daytona Beach (6)	Jensen Beach (6)	Panama City (5)	
DeBary (5)	Julington (9)	Panama City Beach (5)	
Deerfield Beach (12)	Jupiter (9)	Pensacola (7)	
Deland (5)	Key Largo (4)	Perrine (12)	
DeLeon Springs (4)	Keystone Heights (3)	Pierson (4)	
Delray Beach (8)	Key West (4)	Pomona Park (4)	
Dunnellon (6)	Lake City (4)	Pompano Beach (12)	
East Orange (11)	Lynn Haven (5)	Ponte Vedra Beach (9)	
Eau Gallie (7)	Marathon (3)	Port St. Lucie (6)	
Fernandina Beach (3)	Maxville (9)	St. Augustine (4)	
Flagler Beach (3)	Melbourne (7)	St. Johns (11)	

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Sprint (formerly Centel) exchanges (and corresponding Sprint rate group number)		
Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon (2)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottondale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
Valparaiso (5)	Westville (1)	

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Sprint (formerly United Telephone) exchanges (and corresponding rate group number)		
Apopka (6)	Howey-in-the-Hills (4)	Punta Gorda (3)
Arcadia (1)	Immokalee (1)	Reedy Creek (6)
Astor (4)	Inverness (3)	Saint Cloud (3)
Avon Park (1)	Kenansville (3)	Salt Springs (4)
Bellevue (4)	Kissimmee (3)	San Antonio (2)
Beverly Hills (3)	LaBelle (1)	Sanibel-Captiva Islands (5)
Boca Grande (1)	Lady Lake (5)	Sebring (2)
Bonita Springs (5)	Lake Placid (1)	Silver Springs Shores (4)
Bowling Green (1)	Leesburg (4)	Spring Lake (2)
Bushnell (1)	Lehigh Acres (4)	Tavares (4)
Cape Coral (5)	Marco Island (4)	Trilachoochee (2)
Cape Haze (2)	Montverde (6)	Umatilla (4)
Clermont (6)	Moore Haven (1)	Wachula (1)
Clewiston (1)	Mount Dora (4)	West Kissimmee (3)
Crystal River (3)	Naples (4)	Wildwood (1)
Dade City (2)	North Cape Coral (5)	Williston (1)
Eustis (4)	North Fort Myers (5)	Windermere (6)
Everglades (1)	North Naples (4)	Winter Garden (6)
Forest (4)	Ocala (4)	Winter Park (6)
Fort Meade (3)	Ocklawaha (4)	Zolfo Springs (1)
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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Verizon-Florida exchanges (and corresponding Verizon-Florida rate group number)		
Bartow (4)	Mulberry (3)	Tampa - Central Area (5)
Bradenton (4)	Myakka (4)	Tampa - North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa - East Area (5)
Englewood (2)	North Port (3)	Tampa - South Area (5)

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SECTION 4 – SPECIAL PROGRAMS AND OFFERINGS

4.1 Sponsor Programs

From time to time, the Company may enter into Sponsor Programs with third parties for the joint marketing and production of cards and services. The Sponsor may offer the Company's services to end users at reduced rates or at no charge as a promotional offering, either alone or as part of a combined package with other goods and services. Intrastate Sponsor Programs are offered only in conjunction with interstate Sponsor Programs.

4.2 Special Promotional Offerings

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Commission approval.

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES

5.1 Residential Network Switched Service

5.1.1 General

Residential Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Residential Network Switched Service 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. Residential Network Switched Service provides a Residential 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 service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such 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 101XXXX).

5.1.2 Basic Residential Line Service

Basic Residential Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

This service will be offered where available and technically feasible.

Charges for each Basic Residential Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Local calling and Extended Calling scope are defined in the appropriate sections of the General Services tariffs of Verizon-Florida, Sprint-Florida, and BellSouth.

Each Basic Residential Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way , In-Only, or Out-Only, at the Customer's option

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.1 Residential Network Switched Service, Cont'd.

5.1.2 Basic Residential Line Service, Cont'd.

§ A. Monthly Recurring Charges

	<u>Monthly Rate</u>
Residential Flat Rate Service	
BellSouth Territory—All Zones	\$25.00
Sprint-Florida Territory—All Zones	\$25.00
Verizon-Florida Territory—All Zones	\$25.00

Residential Message Rate Service	
BellSouth Territory—All Zones	\$15.00
Sprint-Florida Territory—All Zones	\$15.00
Verizon-Florida Territory—All Zones	\$15.00

<u>Local and Extended Calling: Messages</u> (All Areas, All Zones)	<u>Per Minute</u>	<u>Per Message</u>
Local Calling	\$0.00	\$0.09(after first 30 messages)
Extended Calling	\$0.00	\$0.23

<u>Miscellaneous Options</u>	<u>Monthly Rate</u>
a. Touch Tone Dialing	\$0.00

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.2 Business Network Switched Service

5.2.1 General

§ Business Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Business Network Switched Service 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. Business Network Switched Service provides a Business Customer with a connection to the Company's switching network which 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 service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such 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 101XXXX).

Basic Business Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines.

This service will be offered where available and technically feasible.

Charges for each Basic Business Service Line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the Customer's line. Local calling and Extended Calling scope are defined in the appropriate sections of the General Services tariffs of Verizon-Florida, Sprint-Florida, and BellSouth.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the Customer

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.2 Business Network Switched Service

5.2.2 Basic Business Line Service

Monthly Recurring Charges

	<u>Monthly Rate</u>
Business Measured Dial Tone Line -	
BellSouth Territory—All Zones	\$20.00
Sprint-Florida Territory—All Zones	\$20.00
Verizon-Florida Territory—All Zones	\$20.00

Unlimited Local Messages

BellSouth Territory—All Zones	\$22.00
Sprint-Florida Territory—All Zones	\$22.00
Verizon-Florida Territory—All Zones	\$22.00

<u>Local Messages</u> (All Areas, All Zones)	<u>Per Minute</u>	<u>Per Message</u>
Local Calling	\$0.00	\$0.085
Extended Calling	\$0.00	\$0.035

<u>Miscellaneous Options</u>	<u>Monthly Rate</u>
a. Touch Tone Dialing	\$0.00
b. Local Usage Detail, per line or trunk	\$3.99

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.3 Custom Calling Services

5.3.1 General

Custom Calling Service is offered to Customers who subscribe to the Company's Network Switched Services. Custom Calling Service features are available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service or from all serving offices. Transmission levels may not be sufficient in all cases.

Connection charges apply when a Customer requests connection to one or more features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges will not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

5.3.2 Description of Features

Call Forwarding - permits a Customer to forward all incoming calls to another pre-selected telephone number. The Customer activates the service by dialing a code and the telephone number of the line to which calls are to be forwarded. No assurance can be given that transmission will be fully satisfactory during Call Forwarding calls. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.3 Custom Calling Services, Cont'd.

5.3.2 Description of Features, Cont'd.

§ Call Forwarding II - provides for the automatic routing of incoming calls to a pre-selected telephone number when the called telephone number is busy and/or does not answer within a determined number of rings. No assurance can be given that transmission will be fully satisfactory during Call Forwarding calls. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number. Options are listed below:

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Distinctive Ringing - This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling/Call Hold -The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.3 Custom Calling Services, Cont'd.

5.3.3 Rates (All Territories)

<u>Monthly Charges</u>	<u>Business</u>	<u>Residence</u>
Call Forwarding		
Busy Line	\$3.99	\$2.99
Don't Answer	\$3.99	\$2.99
Busy Line & Don't Answer	\$3.99	\$2.99
Variable	\$5.40	\$3.60
Call Waiting/Cancel Call Waiting	\$5.40	\$3.60
Distinctive Ring I	\$5.67	\$3.60
Distinctive Ring II	\$9.54	\$5.40
Speed Calling		
8 numbers	\$4.50	\$3.60
30 numbers	\$6.30	\$5.40
Three Way Calling/Call Hold	\$5.40	\$3.60

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.4 Advanced Custom Calling (CLASS) Services

5.4.1 General

§ The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases. A one month minimum applies to these services. All services are provided only where facilities are available and is subject to the technical limitations of the equipment used by the Company.

5.4.2 Description of Features

Call Manager - allows a Customer who is engaged in a telephone call to receive Caller ID (number only) information for a new incoming call, and to handle the new call by either (a) forwarding to Call Answering; (b) including in conferencing; (c) by routing to a message announcement or (d) Drop/First/Drop Last Caller option. The Customer must subscribe separately to Call Waiting. Call Answering is optional. The Customer is required to purchase premises equipment that is capable of displaying Call waiting ID information, in addition to facilitating disposition options.

Call Manager with Name - This service provides all of the functionality in as Call Manager, above, with the addition or providing Caller ID with name on the new incoming call.

Caller ID - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.4 Advanced Custom Calling (CLASS) Services, Cont'd.

5.4.2 Description of Features, Cont'd.

⌘ Caller ID with Name - provides the caller's name in addition to the telephone number from which an incoming call originates, including names and number associated with non-published and non-listed service. The name and calling number are displayed on Customer-provided premises equipment attached to the Customer's telephone line. Customers subscriber to Caller ID with Name will also be provided automatically with the Anonymous Call Rejection feature.

Call Return (*69) - allows the Customer to either automatically return the most recent incoming call or receive an audible announcement of the telephone number, date and time of the last incoming call by dialing a special code. The Customer also has the option of having the call automatically returned for a maximum of 30 minutes without tying up the Customer's telephone. Should the line become idle during this process and the Call Return's Customer's line is available to complete the call, there is a distinctive ringing signal to alert the Customer that the call can be completed.

Call Trace - allows Customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the Company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company, the Customer can use this application to combat nuisance calls.

Call Waiting ID - designed for use by Call Waiting Subscribers and augments Call Waiting, it allows a Customer already engaged in a telephone call to receive Caller ID information (number only) for a new incoming call. Callers subscribing to this feature will also be provided with the Anonymous Call Rejection feature.

Call Waiting ID with Name - provides the same functionality as Call Waiting ID, above, with the addition of display of the caller's name associated with the incoming call.

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.4 Advanced Custom Calling (CLASS) Services, Cont'd.

5.4.2 Description of Features, Cont'd.

Repeat Dialing (*66) - allows a Customer to automatically redial the last number dialed.

- ⌘ This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer. The Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. The Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be automatically redialed:

- ? Calls to 800 Service numbers
- ? Calls to 900 Service numbers
- ? Calls preceded by an interexchange carrier access code
- ? International Direct Distance Dialed calls
- ? Calls to Directory Assistance
- ? Calls to 911

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SECTION 5 -RESALE LOCAL EXCHANGE SERVICES AND RATES, CONT'D.

5.4 Advanced Custom Calling (CLASS) Services, Cont'd.

5.4.3 Rates

	<u>Residence Monthly</u>	<u>Business Monthly</u>	<u>Per Activation</u>
Caller ID	\$6.75	\$6.75	n/a
Caller ID with Name	\$6.75	\$7.52	n/a
Call Return—*69	\$3.60	\$4.05	\$0.68*
Call Trace	n/a	n/a	\$4.50
Case Preparation	n/a	n/a	\$4.50
Call Waiting ID	\$6.75	\$6.75	n/a
Call Waiting ID with Name	\$6.75	\$7.52	n/a
Repeat Dialing—*66	\$3.60	\$4.05	\$0.68*
Call Intercept	\$4.50	N/A	N/A
Call Return/Repeat Dialing Package	\$6.08	\$6.30	n/a

* - Per use up to a Monthly maximum \$6.80, for residential customers; \$6.30 for business customers

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5.5 Intrastate Toll

5.5.1 General

Toll rates set forth in this section apply to all residential "station-to-station" calls that originate and terminate within the same LATA or within the State of Florida, but are outside the local calling area. This Company may, from time to time, engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Commission approval.

5.5.2 Rates

IntraLATA Toll—Business	\$0.07, per minute
IntraLATA Toll—Residence	\$0.09, per minute
InterLATA Toll—Business	\$0.07, per minute
InterLATA Toll—Residence	\$0.09, per minute

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By:

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SECTION 6 -- RESERVED FOR FUTURE USE

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SECTION 7 –RNK Broadband Voice Services

7.1 General

RNK Broadband Voice Services provide a connection to the Company's Broadband/IP voice network and to the public switched telephone network, through a third-party-provided broadband connection. Rates for RNK Broadband Voice Service may be found in Section 7.6, following. Each RNK Broadband Voice Service "line" is analogous to a traditional (wireline) analog, voice-grade telephone channel that can be used to place or receive one call at a time. RNK Broadband Voice Service provides a Customer with a connection to the Company's switching network that enables the Customer to:

- ?? Receive calls from other stations on the public switched telephone network and from other RNK Broadband Voice Service customers;
- ?? access the Company's local calling service;
- ?? access the Company's operators and business office for service related assistance; access toll-free telecommunications services (e.g. 800/888); and access E911 service (subject to the limitations contained herein) for emergency calling; and
- ?? access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider.

7.1.1 RNK Broadband Voice Service does not include an in-home back-up power source (like most cordless phones), and if electrical power or and/or the underlying broadband connection are not operating, the Broadband Voice Service—including the ability to access emergency 911 services, will not be available.

7.1.1.A In addition, 911 dialing is only available when activated, which initially requires entry of applicable usernames or passwords, as required by the applicable software.

7.1.1.B While certain call-back capabilities, if they are available, may function on this Service, any interruption -- before, during or after any call -- in power supply, broadband Internet connection, Internet service provider login, or Service login may cause these features to fail.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.2 Regulations, Terms, and Conditions of Service

- 7.2.1** All Florida PSC regulations pertaining to residential and business billing, termination of service, and obligations of both the Company and Customer of this tariff apply to the provision of this service, as modified by any additional regulations in this Section 7.
- 7.2.2** All features and capabilities of this service are subject to availability, class of service, suitability of customer's broadband connection and sufficiently available bandwidth at the time of attempted use by the Customer.
- The Customer, by use of this service, acknowledges that the service is provided over an Internet Protocol (IP) network. The customer is solely responsible for providing the broadband connection needed to access this service and the power (electricity) required. The Company makes no warranty or guarantee regarding the quality, availability, or security of the communications over the broadband portions of the Company's service or power.
- 7.2.3** Calls to pay-per-call services, such as 500, 700, 900, and 976 cannot be completed using this service. Air to ground and high seas service may not be completed.
- 7.2.4** The Company may, without notice, (consistent with applicable PSC regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) the use of service in violation of this tariff; or (3) network blockage or the degradation of service furnished to the Customer or other Customers.
- 7.2.5** If the Company determines that the customer's usage in any way violates the restrictions of this service (including, but not limited to misrepresentation of the customer's class of service), RNK may suspend or terminate the customer's service, in accordance with PUC Regulations or as otherwise may be authorized.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.3 Service Packages, Application and Billing of Rates and Charges

7.3.1 Service is only provided as a “bundled” offering with various combinations of local, regional toll, and intrastate, interstate, and international long distance calling services, with terms and conditions as stated in the Company’s applicable state and/or federal tariffs and public disclosures. As a bundled package, the service is not severable and/or available in combination with other carriers’ local, toll, or long distance services. Bundled rates for all classes of service can be found in Section 7.9, below.

7.3.2 Depending on the rate plan chosen by the customer, the customer will either have an unlimited number of minutes included in their monthly charge, a pre-set allowance of included minutes, or a per-minute or per-call charge. If there is a specified number of minutes associated with the customer’s plan, the following types of calls count toward that limit (or will be assessed any per-minute or per-call charge:

- ?? intrastate, intraLATA toll calls;
- ?? intrastate, interLATA toll calls; and
- ?? interstate, interLATA toll calls.

Types of calls that do not count toward the customer’s included allowance (or assessed any per-minute or per call charges) are:

- ?? Toll-free (800, 888, etc.) calls;
- ?? Calls to directory assistance or the operator;
- ?? Calls to Customer Service or Repair
- ?? E911/911 emergency calls;
- ?? Incoming calls to the customer’s station; and
- ?? Calls to other RNK Broadband Voice Services customer numbers.

7.3.3 [Reserved]

7.3.4 All monthly recurring charges will be billed in advance. Toll charges, if any, will be billed in arrears.

7.3.5 Upon subscribing to this service, customers will be billed the non-recurring charge for their chosen service bundle, along with a pro-rated amount for the first partial month of service and the full monthly recurring charge for the following month.

7.3.5.A Subsequent monthly bills will contain the current month’s usage charges (where applicable) and the following month’s recurring charges.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.3 Service Packages, Application and Billing of Rates and Charges(cont'd)

7.3.6 Service is provided on a 30-day minimum basis, from the 28th of the month through the 27th of the following month (i.e. there will be no pro-rating of customer bills for partial month's service upon disconnection).

7.3.7 [Reserved For Future Use]

7.3.8 A customer, may elect, upon placing a service order, to automatically have the monthly account balance charged to a credit card, bank debit card, or by automatic ACH transfer from a checking or savings account. If payment via the payment method selected does not remit payment owed, the customer will be notified and the Returned Check Charge will apply as found elsewhere in this tariff.

7.3.9 All applicable taxes, fees, and surcharges apply as set forth elsewhere in this Tariff, including any recovery fees for state and federal Universal Service, E-911 Surcharge, etc.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.4 Service Plans

7.4.1 Residential Plans apply to residential customers using the services for residential (non-business) purposes. If the usage pattern of a residential customer, in the sole determination of the Company, is not consistent with those for residential customers, the Company reserves the right to, after notice and in accordance with Commission rules and regulations, either terminate service or convert customer's service to a business plan.

7.4.2 The RNK Business Bundled Plan, as described below, offers to Business Customers a single "line"-equivalent with single, measured calling to all local and Florida points and (pursuant to the Company's applicable FCC tariff(s) and/or public disclosure) to all domestic U.S. points.

7.4.2.A [Reserved for Future Use]

7.4.2.B The Company will charge a one-time, non-refundable Network Interconnection Charge to all customers at the commencement of service.

7.4.2.C The customer, in addition to any non-chargeable optional features (as listed in Section 7.9), may select the Business Feature Package, for an additional monthly recurring charge. A non-recurring service order charge may apply for selection of this package subsequent to the initiation of service.

7.4.2.C.1 The Business Feature Package will contain the following features:

Enhanced Voicemail with Email Forwarding	Selective Call Rejection
Call Forwarding*	Music on Hold
-Busy	Do Not Disturb
-No answer	Auto Attendant
-Variable	Call Transfer
Anonymous Call Blocking	Call Hold
Caller Id Blocking	Call Parking
Distinctive Ring	Call Retrieval
6-party Conference Calling	Multiline Hunting
Toll Free Voice Mail Access	Remote Call Pickup
Custom Toll Free Number	Ring Multiple Phones
1 Additional Included New World Number	

(*)Call Forwarding may incur additional per-minute usage charges, depending on the destination of the forwarded call

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SECTION 7 – RNK Broadband Voice Services (cont’d)
7.4 Service Plans (cont’d)

7.4.3 The RNK Residential Package Plan, as described below, includes all domestic (local, intrastate, and interstate) and certain international destinations included international calling (as described in the Company’s FCC public disclosure, at <http://www.rnktel.com/legal/public.html>).

7.4.3.A The Company will charge a one-time, non-refundable Network Interconnection Charge to all customers at the commencement of service.

7.4.3.B The customer, in addition to any non-chargeable optional features (as listed in Section 7.9), may select the Advanced Feature Package, for an additional monthly recurring charge. A non-recurring service order charge may apply for selection of this package subsequent to the initiation of service.

7.4.3.B.1 The Advanced Feature Package will contain the following features:

Enhanced Voicemail with Email Forwarding	Selective Call Rejection
Call Forwarding*	Music on Hold
-Busy	Do Not Disturb
-No answer	Auto Attendant
-Variable	Distinctive Ring
Anonymous Call Blocking	Conference Calling – up to 6 people
Caller Id Blocking	Toll Free Voice Mail Access
Custom Toll Free Number	1 Additional Included New World Number

(*)Call Forwarding may incur additional per-minute usage charges, depending on the destination of the forwarded call.

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.5 New World Foreign Exchange Service

- 7.5.1** In addition to the station number assigned to the customer's equipment (which corresponds to the rate center where the customer is physically located), a business or residential customer may obtain one or more secondary, "remote" New World Foreign Exchange ("New World") numbers that would give the customer a "remote presence" in those areas, with corresponding telephone numbers.
- 7.5.2** Each service plan and/or Feature Package, as a non-chargeable optional feature (as set forth in Section 7.9) may include a quantity of New World Numbers that are not subject to the Additional (per-number) Rate.
- 7.5.3** New World Numbers are subject to availability within the Company's service territory and in accordance with state and federal regulatory rulings. The Company reserves the right to limit the number of New World Numbers that may point to any one main billing number. Customers have no ownership or other property right in any of the telephone numbers assigned to them. New World Numbers will not have 911 service available under any circumstances.
- 7.5.3.A** Further, RNK retains ability to retract such numbers and/or discontinue or modify the terms of this service with reasonable notice should this offering be rendered moot or removed, as per state and/or federal rulings or Applicable Law.
- 7.5.4** In all cases, the subscriber information provided for E-911 or other emergency services location or data entry will correspond with the Customer's physical address, as presented to RNK by the Customer. Customer is responsible to delivering accurate information to RNK for purposes of E-911 service provision. Should Customer supply RNK with fraudulent or inaccurate information, the Customer hereby waives RNK of any and all liability and expenses related to any suits, claims, or otherwise related actions, activities, and representation resulting from such fraudulent or inaccurate information. Further, Customer providing such fraudulent or inaccurate information fully indemnifies RNK for all fees, expenses, and costs related to any claims, suits, or otherwise related to any actions taken as a result of such fraudulent or inaccurate information.
- 7.5.5** Unless otherwise specified by the Customer, and in accordance with all appropriate regulations, the information displayed on a third party's caller ID equipment (when receiving a call from the customer) will be the Customer's main billing number (i.e., the number that corresponds to the rate center where the customer is located).

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SECTION 7 – RNK Broadband Voice Services (cont'd)

7.5 New World Foreign Exchange Service(cont'd)

7.5.6 By default, only the customer's main billing number is listed in any directory. Additional listing charges may apply for New World Foreign Exchange Service Numbers.

7.5.7 Rates for New World Foreign Exchange Service appear in Section 7.9 below.

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RNK Broadband Voice Services (cont'd)

7.6 Resale of Service to other Certified Carriers

7.6.1 Resale is the sale to another person of telecommunications services purchased from the Company. A customer purchases for resale when such customer purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).

7.6.2 As may be permitted by Applicable Law and governed by the rules and regulations of Florida Public Service Commission, other certified carriers (e.g., Alternative Local Exchange Carriers, as defined by Florida PSC rules, and Switchless Resellers) may purchase RNK Broadband Voice Services for resale, in order to provide their end users with the Company's service.

7.6.3 Resellers are responsible for adhering to any and all requirements associated with being a reseller, including any and all requirements of the Florida PSC.

7.6.3.A Resellers are responsible for maintaining their Reseller status, and should such status change, providing written notice to RNK as soon as reasonable possible.

7.6.4 Resellers are prohibited from reselling services that are limited to Residential customers to Business Customers.

7.6.4.A Business services may be sold to Residential Customers, so long as all features, options and services corresponding to the same billing telephone number are also Business Services.

7.6.4.B Should a Reseller sell a Residential service to a Business customer, and RNK determine that the customer is a Business customer, as solely determined by RNK, Reseller shall with 2 (two) business days remit to RNK all costs for amounts due as if the customer were a Business customer, in addition to a \$50 per month additional processing and administrative surcharge for every month or partial month such mislabeling existed.

7.6.5 Resellers agree to enforce all end-user restrictions on services resold to their end-users.

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RNK Broadband Voice Services(cont'd)

7.6 Resale of Service to other Certified Carriers

7.6.6 Unless otherwise agreed to in writing by RNK, the Reseller is not permitted to use RNK's trademarks, registered trademarks, service marks, registered service marks, brand names and/or logos in conjunction with provision of the services or in any marketing, advertising, or publicity.

7.6.7 The Reseller will be billed in advance for all non-recurring and monthly recurring charges, and in arrears for all usage charges.

7.6.7.A All services sold pursuant to this program will be billed in advance for monthly services; usage charges will be billed in arrears. The billed amount for the first month of services will include non-recurring charges, a pro-rated amount for the number of days of services used in the initial calendar month (where 1 day of service will incur 1/30th of the monthly service charge), and the full amount for the next service month, billed in advance.

7.6.7.B When resold service(s) are disconnected, the final monthly charges will be pro-rated (also on a daily basis) to the day on which the service has been disconnected (See 7.6.8, infra). Any credits for amounts previously billed for those end users will be on the next reseller bill. Unless notification is received, the Agent will be billed for all Services that are connected on the Invoice date. Failure to notify carrier of disconnection in a timely manner will not be cause for a valid dispute of charges, nor will result in the application of any credits.

7.6.8 The Reseller will be solely responsible for notifying the Carrier in writing (or other Company-approved electronic means) the desired date of disconnection in a timely manner. If the disconnection notification arrives after during business hours on a weekday, the disconnection date will be that day. If the desired date of disconnection received outside of normal business hours, or is a weekend or holiday, the disconnection date shall be the next business day following such weekend or holiday (unless a later date is desired by the Customer).

7.6.9 Resale Service Prices

7.6.9.A Except as provided herein, the Reseller will be charged the Reseller Prices in Section 7.10.8 for RNK Broadband Voice Services. Pricing will be based, as set forth therein, on the number of end-user accounts that a reseller is billed for on that particular bill.

7.6.9.B All applicable taxes (except for Company income taxes), surcharges, regulatory fees, and/or Universal Service charges are under this Tariff are the sole responsibility of the Reseller.

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RNK Broadband Voice Telephone Services(cont'd)

7.6 Resale of Service to other Certified Carriers

7.6.10 Discontinuance of Service to Reseller

7.6.10.A If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service, the Company may, on 30 days written notice by Certified U.S. Mail to the person designated by the Reseller to receive such notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncompliant Reseller at any time thereafter. Copies of such notice shall be mailed to the State Division of Public Utilities and Carriers (the Division), concurrently with the mailing to the reseller. If the Company does not refuse additional applications for service on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncompliant reseller without further notice.

7.6.10.B If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Company for more than 30 days beyond the date of rendition of the bill for service, the Company may on 30 days written notice by Certified U.S. Mail to the person designated by the reseller to receive such notice of noncompliance, discontinue the provision of existing service to the noncompliant Reseller at any time thereafter. Copies of such notice shall be mailed to the Division, concurrently with the mailing to the reseller.

7.6.10.C In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the Reseller's noncompliance continues, nothing herein shall preclude the Company's right to discontinue the provision of the services to the noncompliant reseller without further notice.

7.6.10.D The preceding regulations notwithstanding, the Company will not exercise its rights to refuse and discontinue service if the reseller submits charges to the Company it believes in good faith were billed in error and such charges are accepted by the Company for investigation.

7.6.10.E The Company may discontinue service or cancel an application for service without notice in the event the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

7.6.10.F In the event of fraudulent use of the Company's network, including but not limited to fraudulent end user orders for transfer of service, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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RNK Broadband Voice Services(cont'd)

7.7 RNK BTVS Agent Program

- 7.7.1 Upon execution of the appropriate RNK BTVS Agent Agreement, entities will be able to refer customers to RNK for service for a discount from RNK's retail rates. The terms and conditions, including the rights and responsibilities of both the prospective Agent and RNK, of the RNK BTVS Agent Agreement are incorporated herein by reference.
- 7.7.2 Entities may not use services sold under this section for their own use, or for services sold to not-at-arms-length end-users (such as subsidiaries, affiliates, immediate family members, etc.)
- 7.7.3 Agents may not, without the express written consent of RNK, aggregate multiple users' services under one account.
- 7.7.4 Agents acknowledge that all end-users that are sold services under this Section are end-users of RNK, including, but not limited to, for purposes of Universal Service Fund calculation, taxes, fees, and applicable charges.
- 7.7.5 Including, but not limited to, restrictions on selling appropriate classes of service to the appropriate class of customer (e.g., residential service may not be sold to business customers), Agents are responsible for enforcing and adhering to all tariff provisions pertaining to the provision of service, billing, termination of service, and any other regulations contained in this tariff, including this Section 7.7.
- 7.7.5.A Failure to adhere to any of the regulations contained in this section, or the Agency agreement will result in immediate termination of the Agency relationship.
- 7.7.6 Agents acknowledge that Agents are also billing agents for RNK, and as such, are solely responsible for billing and collecting all amounts owed to RNK. Regardless of whether an Agent collects a fee or charge from an end-user customer, that billing agent will be responsible for remitting such billed amount to RNK in accordance with RNK's monthly invoice to Agent.
- 7.7.7 All services sold pursuant to this program will be billed in advance for monthly services; usage charges will be billed in arrears. The billed amount for the first month of services will include non-recurring charges, a pro-rated amount for the number of days of services used in the initial calendar month (where 1 day of service will incur 1/30th of the monthly service charge), and the full amount for the next service month, billed in advance.
- 7.7.8 When services sold pursuant to this program are disconnected, the final monthly charges will be pro-rated (also on a daily basis) to the day on which the service has been disconnected (See 6.10.7.8, *infra*). Any credits for amounts previously billed for those end users will be on the next customer invoice. Unless notification is received, the Agent will be billed for all Services that are connected on the Invoice date. Failure to notify carrier of disconnection in a timely manner will not be cause for a valid dispute of charges, nor will result in the application of any credits.

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RNK Broadband Voice Services(cont'd)
7.7 RNK BVTS Agent Program (cont'd)

7.7.9 The Agent will be solely responsible for notifying the Carrier in writing (or other Company-approved electronic means) of the desired date for disconnection on a timely basis. If the disconnection notification arrives after during business hours on a weekday, the disconnection date will be that day. If the desired date of disconnection received outside of normal business hours, or is a weekend or holiday, the disconnection date shall be the next business day following such weekend or holiday. (unless a later date is desired by the Customer).

7.7.9.A Final bills will also contain any outstanding usage charges.

7.7.10 Rates and charges apply as set forth in Section 7.9. Interstate and International service pricing in addition to that included in the bundled service (as described herein and included for informational purposes only within this tariff) will be contained within RNK's public disclosure or federal tariffs, as amended from time to time, in accordance with federal rules and laws, as they may exist.

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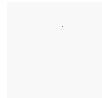
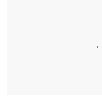
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RNK Broadband Voice Services(cont'd)

7.8 RESERVED FOR FUTURE USE

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7.9 RNK Broadband Voice Services Rates

7.9.1 General

7.9.1.A In this Section 7.9, rates and charges indicated with a (*) are identical to, and not in addition to, the charges contained in the company's FCC interstate and or international and/or tariffs (or public disclosures), as may be amended from time to time.

7.9.1.B All applicable taxes, fees, and surcharges apply as set forth elsewhere in this Tariff.

7.9.2 Business VoIP Bundled Plan

	Monthly Recurring Charge	Network Interconnection Charge	Local Usage, per minute of use	Intrastate toll usage, per minute of use
RNK Business Plan, per line(*)	\$ 9.95	\$ 24.95	\$ 0.019	\$ 0.019
Business Feature Package	(*) \$ 9.95	\$ -	\$ -	

7.9.3 Residential VoIP Bundled Plan

	Monthly Recurring Charge	Network Interconnection Charge	Local Usage, per minute of use	Intrastate toll usage, per minute of use
RNK Residential Plan, per line(*)	\$ 24.95	\$ 24.95	included	included
Business Feature Package, per line(*)	\$ 4.95	N/A	N/A	N/A

7.9.4 New World Number (CLEC FX) Service (all classes of service and all packages):

Per Additional Station Number Routed:

Monthly Recurring Charge: \$3.99 (per month or partial month)

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7.9.5 Non-Chargeable Optional Features (all classes of service and all packages):

- ?? Unlimited Voice Mail messages
- ?? Email notification of new voicemail
- ?? Conference Bridging
- ?? Call Detail Records, available online
- ?? Call Transfer (within your "VoIP Group" that you set up)
- ?? Call Waiting
- ?? Caller ID (w/name)
- ?? Call Waiting ID (w/name)
- ?? Caller ID Blocking, if requested
- ?? Repeat Dial
- ?? Speed Dialing
- ?? International Call Blocking
- ?? 1 New World Number

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7.9.6 Resale to Certified Carriers

The resale pricing listed below varies based on the cumulative volume of these services.

Tier A = Pricing for Resellers selling 1-to 100, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier B = Pricing for Resellers selling 101 to 1000, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier C = Pricing for resellers having 1001 or more end-user accounts

Numbers of resold customers billed for purposes of determining proper Tier will be determined as of the 1st day of each month.

7.9.6.A Monthly Recurring Charges

	Monthly Recurring Charges		
	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	\$ 21.21	\$19.96	\$17.47
Advanced Feature Package	\$ 4.21	\$3.96	\$3.47
RNK Business Plan, per line	\$ 8.46	\$7.96	\$6.97
Business Feature Package	\$ 8.46	\$7.96	\$6.97
RNK New World Numbers			
-per additional number not included in plans/packages	\$ 3.39	\$3.19	\$2.79
Directory Listings			
Primary Listing	\$ -	\$ -	\$ -
Additional Listing	\$ 1.40	\$1.32	\$1.16
Non-directory Listed Number	\$ 1.02	\$0.96	\$0.84
Non-Published Number	\$ 1.77	\$1.66	\$1.44

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7.9.6.B Non-Recurring Charges

	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	\$ 21.21	\$19.96	\$17.47
Advanced Feature Package	\$0.00	\$0.00	\$0.00
RNK Business Plan, per line	\$ 21.21	\$19.96	\$17.47
Business Feature Package	\$0.00	\$0.00	\$0.00
RNK New World Numbers			
-per additional number not included in plans/packages	N/A	N/A	N/A
<i>Directory Listings</i>			
Primary Listing	\$ -	\$ -	\$ -
Additional Listing	N/A	N/A	N/A
Non-directory Listed Number	N/A	N/A	N/A
Non-Published Number	N/A	N/A	N/A

7.9.6.C Usage Charges

	Usage, per minute of use		
	Tier A	Tier B	Tier C
RNK Unlimited Residential Plan, per line	N/A	N/A	N/A
RNK Business Plan, per line(*)	\$0.016	\$0.015	\$0.013
RNK New World Numbers			
-per additional number not included in plans/packages	N/A	N/A	N/A
Nationwide Directory Assistance(†)			
-per call	\$0.84	\$0.79	\$0.69

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7.9.7 RNK BVS Agent Program Rates

The Agents pricing listed below varies based on the cumulative volume of these services.

Tier A = Pricing for Agents selling 1-to 100, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier B = Pricing for Agents selling 101 to 1000, inclusive, end-user accounts billed to the reseller on a monthly basis.

Tier C = Pricing for Agents having 1001 or more end-user accounts

Numbers of customers billed for purposes of determining proper Tier will be determined as of the 1st day of each month.

7.9.7.A RNK BVS Agent Program Pricing

	15% Tier A Wholesale Discount	20% Tier B Wholesale Discount	30% Tier C Wholesale Discount
RNK Wholesale BVTS Service (monthly recurring)(*)	\$21.21	\$19.96	\$17.47
RNK Business BVTS Service (monthly recurring) (*)	\$8.46	\$7.96	\$6.97
RNK Business Feature Package (monthly recurring) (*)	\$8.46	\$7.96	\$6.97
RNK (Residential) Advanced Feature Package (monthly recurring) (*)	\$4.21	\$3.96	\$3.47
One-Time Network Interconnection Charge (*)	\$21.21	\$19.96	\$17.47
RNK New World Numbers (*),per additional number not included in plans/packages, per month	\$3.39	\$3.19	\$2.79
IntraLATA Toll Calling, per minute (Business Service only):	\$ 0.016	\$ 0.015	\$ 0.013
Local Calling, per minute (Business Service only):	\$ 0.016	\$ 0.015	\$ 0.013
Directory Listings			
Primary Listing, One per end-user account	N/C	N/C	N/C
Each Additional Listing	\$ 1.40	\$1.32	\$1.16
Non-directory Listed Number	\$ 0.85	\$0.80	\$0.70
Non-Published Number	\$ 1.53	\$1.44	\$1.26
Nationwide Directory Assistance, per call	\$0.84	\$0.79	\$0.69

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

7.9.8 Ancillary Services to RNK Broadband Voice Services

7.9.8.A Moves, Adds, and Changes

Move: \$5.00, per order
Add: \$5.00, per order
Change: \$5.00, per order

7.9.8.B Restoral of Service

Line Restoration Charge (per line, after interruption for non-payment)
Residence \$30.00
Business \$56.00

7.9.8.C Reserved For Future Use

7.9.8.D Directory Assistance

Per request, \$0.99

7.9.8.E Reserved For Future Use

7.9.8.F Reserved For Future Use

7.9.8.G Directory Listing Service

	Per Month	Non-Recurring
Primary Listing	\$ -	N/C
Additional Listing	\$ 1.65	(†)
Non-directory Listed Number	\$ 1.20	(†)
Non-Published Number	\$ 2.08	(†)

(†) If ordered subsequent to the installation of the associated service, the appropriate Add or Change charge applies.

7.10

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 8 – ANCILLARY NETWORK SERVICES

8 Ancillary Services

8.1 Moves, Adds, and Changes

8.1.1 Terms and Conditions

8.1.1.A The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.

8.1.1.B The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of service(s) to existing equipment and/or service(s) at one location.

Change: The rearrangement or reclassification of existing service at the same location.

8.1.1.C The non-recurring charges for Moves, Adds, and Changes are found in Section 8.8, below.

8.2 Restoral Of Service

8.2.1 A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed

8.2.2 Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.

8.2.3 A Restoral Charge, set forth in Section 8.8, will be applied unless a charge for restoral of service is included in a specific service's section of this Price List. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

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By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

8.3 Blocking Services

8.3.1 900/976 Information Service Blocking

8.3.1.A 900/976 Information Service Blocking is provided by the Company as the default service option to restrict calls from the customer's local access line to all 900 and/or 976 service access codes

8.3.1.B When blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the customer's local access line will be blocked. These blocked calls will be directed to an announcement

8.3.1.C By default, calls to 900/976 services are blocked from all Broadband Voice Services lines.

8.3.1.D Blocking for Information Services will be without charge.

8.3.1.E RESERVED FOR FUTURE USE

8.4 Directory Assistance Service

8.4.1 Directory Assistance Service (411) is furnished upon customer request for assistance in determining telephone numbers. Customers will be charged for all requests including requests for listings that are not found.

8.4.2 Regulations and Application of Charges

8.4.2.A Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.

8.4.2.B A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges

8.4.2.C Charges do not apply for Directory Assistance calls from lines serving individuals with disabilities. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The customer shall notify the Company when the need for an exemption no longer exists.

8.4.2.D Rates and Charges for Directory Assistance Service appear in Section 8.X below

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By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

8.5 Reserved for Future Use

4

8.6 Reserved For Future Use

ISSUED: June 28, 2004

Effective: _____

By:

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333 Elm Street
Dedham, MA 02026

8.7 Directory Listing Services

The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings that, in the judgment of the Company, are considered inappropriate.

8.7.1 Additional and Foreign Listings

8.7.1.A Additional Listings are provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

8.7.1.B Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.

8.7.1.C Business customers may request a Caption Listing or a Straight Line Indent Listing. The Caption listing provides a single appearance of a name under which listings of branches, departments, etc., are indented. No telephone number is associated with the heading of a Caption Listing. The Straight Line Indent Listing provides multiple listings of information under one telephone number, preventing repetition of the name.

8.7.1.D Rates and Charges for Additional and Foreign Listings appear in Section 7.9, below.

8.7.2 Non-Directory Listed Service

8.7.2.A At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

8.7.2.B The customer indemnifies and saves 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 listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-Directory Listed Service.

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By:

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333 Elm Street
Dedham, MA 02026

8.7.2.C The Nonrecurring Charge does not apply if ordered at the same time as the associated Broadband Voice Service.

8.7.2.D Rates and Charges for Non-listed service appear in Section 8.8, below.

8.7.3 Non-Published Service

8.7.3.A The telephone numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public.

8.7.3.B Non-Published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services. Non-Published names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

8.7.3.C Incoming calls to Non-Published Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.

8.7.3.D No liability for damages arising from publishing the telephone number of Non-Published Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Non-Published Service.

8.7.3.E The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request or by the publication of the number of a Non-Published Service in the telephone directory or disclosing of such number to any person.

8.7.3.F The Nonrecurring Charge does not apply if ordered at the same time as the associated Broadband Voice Service.

8.7.3.G Rates and Charges for Non-published service appear in Section 8.8, below

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By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

8.8 Ancillary Services to RNK Broadband Voice Services

8.8.1 Moves, Adds, and Changes

Move: \$5.00, per order
Add: \$5.00, per order
Change: \$5.00, per order

8.8.2 Restoral of Service

Line Restoration Charge (per line, after interruption for non-payment)
Residence \$30.00
Business \$56.00

8.8.3 Reserved For Future Use

8.8.4 Directory Assistance

Per request, \$0.99

8.8.5 Reserved For Future Use

8.8.6 Reserved For Future Use

8.8.7 Directory Listing Service

	Per Month	Non-Recurring
Primary Listing	\$ -	N/C
Additional Listing	\$ 1.65	(†)
Nondirectory Listed Number	\$ 1.20	(†)
Non-Published Number	\$ 2.08	(†)

(†) If ordered subsequent to the installation of the associated service, the appropriate Add or Change charge applies.

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

SECTION 9 – RESERVED FOR FUTURE USE



ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
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Dedham, MA 02026

SECTION 10 – SWITCHED ACCESS SERVICES

10.1 General

The Company's switched access service is available to wholesale customers (e.g., carriers, CLECs, ILECs, and others) for their use in furnishing their services to end users, including toll calls to and from different Company locations, among them end office (including end users), tandem, and the locations of other carriers. Total rates for these calls include local switching (and for the termination of calls at a Company Intercept operator or recording), transport, facilities, and tandem switching if the call passes through a Company tandem switch or a switch the functions as a Tandem switch. Should a carrier's end user customers avail themselves of RNK's switched access services, the carrier serving those end-user customers will be deemed to have consented to purchase the service and be held responsible for payment of respective rates contained below for use of those services.

Time Periods: No time periods (e.g., peak/off peak) apply for Switched Access state Toll and IntraLATA Switched Access).

Toll-Free (800/888/877 etc.) and 900 Access rates are equal to the Regular Feature Group D access rate, unless otherwise provided for below.

10.2 Switched Access Elements—Descriptions

10.2.1 Local Switching

<u>Service Category (Per Access Minute)</u>	<u>(Rate \$)</u>
Originating	.009200
Terminating	.022500

10.2.2 Local Transport

Local transport provides the transmission facilities between the Company's customer premises or collocated interconnection location and the Company's end-office switch (es) where the customer's traffic is switched to originate or terminate customer's communications. Local transport is comprised of a Local Transport Termination rate and a Local Transport Facility rate. Both the Local Transport Termination and Local Transport Facility rates are billed on a per-access-minute basis.

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333 Elm Street
Dedham, MA 02026

10.2.2.A Local Transport Termination

<u>Service Category (Per Access Minute)</u>	<u>Rate (\$)</u>
Originating	.00620
Terminating	.00825

10.2.2.B Local Transport Facilities

<u>Service Category (Per Access Minute)</u>	<u>Rate (\$)</u>
Originating	.00600
Terminating	.00600

10.2.3 Tandem Switching

<u>Service Category (Per Access Minute)</u>	<u>Rate (\$)</u>
Originating and Terminating	.000500

10.2.4 Combined Rate: Switched access rates will be billed at the combined element rate (in lieu of the separate elements contained in 10.2.1 through 10.2.3), inclusive, unless a carrier requests and shows to RNK Telecom's satisfaction that separate elements below should not be contained within the billing for services.

Combined Rate: \$0.039 Originating and Terminating (per access minute per direction)

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By:

Richard N. Koch, President
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Dedham, MA 02026

SECTION 11 – WIRELESS TERMINATION SERVICE

11.1 Service Description

Wireless Termination Service provides for the reciprocal transport and termination of indirect traffic exchange between Commercial Mobile Radio Service (CMRS) providers (“Carrier”) and the Company. Such traffic includes that traffic which is delivered indirectly via a third party switch (“Indirect Traffic”), but not resold or wholesale service traffic carried by IXC’s (for which the IXC’s are responsible for transporting and terminating traffic and associated costs/intercarrier compensation – e.g., interMTA for Carrier, and interstate and intraLATA toll for Company). Upon notice from the Company that a Carrier is using Company’s Wireless Termination Services, which shall come in the form of an invoice from Company for such traffic, upon payment of such invoice, Carrier shall have consented to the terms contained below, and accordingly, shall be responsible for all rates for services provided, and be eligible to bill Company under the same terms and rates.

11.2 General Regulations

- 11.2.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 11.2.2 Wireless Termination Service is limited to tandem-routed wireless-to-wireline and tandem-routed wireline-to-wireless traffic that originates or terminates within a Company exchange.
- 11.2.3 The terms of this Section shall be superseded by an interconnection agreement with a CMRS provider, upon execution of such agreement until termination of such agreement, unless this tariff section is incorporated by express reference in the agreement.
- 11.2.4 For purposes of this tariff, only intrastate traffic within the IntraMTA region shall be subject to the terms herein.
- 11.2.5 All rates, regulations, and references to “interstate” or “InterMTA” in this section that fall outside the jurisdiction of the FPSC are provided for informational purposes only

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

11.3 Definitions of Terms as Used in this Section

- 11.3.1 "Commercial Mobile Radio Service" ("CMRS") is as defined at 47 C.F.R § 20.3.
- 11.3.2 "Direct Traffic" is telecommunications traffic originated by a CMRS provider and terminated to the network of the Company (or vice-versa) where both networks are physically interconnected in a mutually agreed upon and technically feasible manner.
- 11.3.3 "Indirect traffic" is telecommunications traffic originated by a CMRS provider and terminated to the network of the Company (or vice-versa) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party which in turn delivers the traffic to the Company network (or vice-versa).
- 11.3.4 IntraMTA Traffic: is telecommunications traffic, which originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, the location of the End Office and associated NPA-NXX serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.
- 11.3.5 InterMTA Traffic: All traffic that is not IntraMTA Traffic is InterMTA Telecommunications Traffic.
- 11.3.6 "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

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Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

11.4 Reciprocal Compensation

- 11.4.1 The Company and the CMRS provider will each pay Termination charges for traffic originated on their network and terminated to the other party's network reciprocally. The Company and the CMRS provider are each responsible for the recording and billing traffic terminated to their respective networks.
- 11.4.2 The rates for Termination of IntraMTA Traffic terminating in the State of Florida are shown in the Rates section below. The rates and rate elements applicable to InterMTA Traffic are the respective Parties' interstate Switched Access rates
- 11.4.3 The CMRS's IntraMTA Traffic shall be determined by multiplying the CMRS total minutes of use and multiplying it by the rate in Section 11.6, below.
- 11.4.4 Each provider (i.e., the Company and CMRS provider) will be responsible for the accuracy and quality of its data as submitted to the other. Upon reasonable written notice, either provider or its authorized representative shall have the right to conduct a review and verification of the other provider to give assurances of compliance with the provisions of this section. This includes on-site verification reviews at the other provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems procedures and other information related to the traffic originated by one provider and terminated to the other provider. Both providers will provide the other provider with reasonable access to such information as is necessary to determine amounts payable under this section.

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Dedham, MA 02026

11.4.5 In the event that either the Company or CMRS provider is unable to accurately record actual minute of traffic use, the party without the ability to make such recordings will rely upon the traffic reports of the other provider, assuming that provider can accurately record actual minutes of traffic use.

11.4.5.A Should one party rely on the records of the other party, the provider accurately recording actual traffic shall provide the other provider with such reasonable records and reports as such other party requires to create accurate bills, as determined by the parties. Such traffic reports will be made available upon reasonable request.

11.4.5.B Such provider receiving actual traffic recordings and reports will have the ability, on thirty (30) days notice, to audit provider rendering such actual traffic recordings once a year, at the expense of the provider receiving the actual records. If an initial audit indicates significant errors, reasonably related costs for such audit shall be paid by the provider rendering such actual traffic recordings and reports, and the receiving provider shall retain further audit authority, to be paid for by the provider rendering such traffic reports, until such significant errors are corrected.

11.4.6 The Company may, upon request of the CMRS provider, permit any amounts due under this Section to be off-set against any amounts due to the CMRS provider under this Section.

11.5 Direct Interconnection Service

11.5.1 Direct Interconnection Service between a CMRS provider and the Company will be provided on an individual case basis (ICB).

11.6 Rates and Charges:

11.6.1 Both the Company and the CMRS provider shall be compensated according to the following schedule:

<u>Category</u>	<u>Rate</u>
IntraMTA Terminations (Per Minute of Use)	\$0.008

ISSUED: June 28, 2004

Effective: _____

By:

Richard N. Koch, President
333 Elm Street
Dedham, MA 02026

**** 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

EXHIBIT 3 A & B

RNK Telecom, Inc.

Re: Question 23 A & B.

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.

Richard N. Koch, President

Richard N. Koch became President of RNK in December 1997, the date the Company commenced operations. During Richard's tenure as President, RNK has grown from a Company with no revenue in 1997 to a highly profitable company with multi-million dollar revenue over the past four years. Immediately prior to becoming President of RNK, Richard was Director of Sales, Business Development, and Regulatory Affairs for Metracom Corporation (now Unidial), a local and long distance reseller located in Boston, Massachusetts. In that capacity, Richard developed Metracom's local operations. In one year at Metracom, sales from local telecom services increased from virtually nothing to more than \$8,000,000 annually. Prior to joining Metracom, Richard was Director of Boston Operations for Cycomm Corporation, an Oregon-based company that developed security devices for cellular and landline telephone systems. From 1993-1996, Richard was President of Safecall, Inc., a joint venture between Shared Technologies, Inc., and Cycomm Corporation. From 1982-1991, Richard was President of Boston CitiNet and AVS Gateway Services of Boston. He was also President of Creative Computer Applications, Inc., from 1979-1982, and taught high school science for the City of Boston from 1969 -1979.

Richard was principally responsible for obtaining the necessary certifications for RNK as a Competitive Local Exchange Carrier ("CLEC") and executing agreements with Bell Atlantic so that RNK was well positioned to garnish business after passage of the Telecommunications Act of 1996. Richard was a frequent commenter to the FCC on the Telecommunications Act of 1996, has participated and commented in several proceedings with the Massachusetts DTE, and has testified before the Massachusetts Legislature on telecommunications issues.

Joy Tessier, Executive Vice President

Since December 1997, Vice-President Joy Tessier has overseen RNK's Local Resale and Facilities-based Services Division, as well as serving as one of the two corporate officers to whom all RNK Department heads report. Prior to joining RNK, Joy was the Director of Local Operations at Metracom Corporation, a local and long distance reseller located in Boston, Massachusetts. While at Metracom, Joy developed their local resale operations and helped integrate local products with Metracom's existing long distance services. Before working at Metracom, she was Marketing

Manager for Cycomm Corporation, an Oregon-based company that developed security devices for cellular and landline telephones. In 1989, Joy co-owned a successful publishing company that produced "Out of Town," a visitors guide to Richmond, Virginia. Joy was a commenter to the FCC on the Telecommunications Act of 1996.

Neal Hart, Vice President – Business Development and Corporate Strategy

Neal Hart joined RNK in July 1998 as its chief engineer, to design, development and maintain RNK's network and communications systems. He is responsible for all aspects of the operations and development of RNK's network, switches, and leased, owned and resold transport facilities. Neal has over 33 years of experience in telecommunications, including senior positions in Operations Management for Southwestern Bell, as Project Director for AT&T's Project Management team, and as Project Manager with Teleport Communications Group.

David Fogel -- Vice President -- Finance

David is Vice President of Finance at RNK and is responsible for directing all accounting, financial and treasury functions of the telecom service. He oversees all elements of the company's continued growth. Before joining RNK, Fogel served as a consultant with Swifton Equity Advisors. He has also served as Chief Financial Officer of TVGrid.com, Core-M, Inc. and Controller for GSI Lumonics, Inc. While at GSI Lumonics he helped develop the Life Sciences business from startup to a \$20 million business that sold for \$120 million. Fogel holds an undergraduate degree in Marketing from Miami University in Ohio and a graduate degree in Finance from University of Cincinnati in Ohio. An active participant in the Financial Executives International (FEI) and the Treasurer's Club of Boston.

Chris Reeping, Vice President -- Operations

Chris Reeping joined RNK Telecom in October 1999 as Director of Technical Services, supervising the interdepartmental coordination required to implement fast-changing customer technical demands. During that time, Mr. Reeping built RNK's Network Operations Center (NOC) and the Customer Service department. In September of 2001, Mr. Reeping became VP of Prepaid Operations. In this position, Mr. Reeping is responsible for overseeing the interdepartmental technical, financial, and sales cooperation, and the standalone departments, involved in offering RNK's prepaid products. Before joining RNK, Mr. Reeping had over fifteen years of high-tech financial management and accounting experience, including several years as Controller at The Internet Access Company, Inc. (TIAC), now part of PSINet.

Douglas S. Denny-Brown, General Counsel/Vice President --Regulatory Affairs

Since March 1999, Doug Denny-Brown has been RNK's General Counsel and Vice-President of Regulatory Affairs. At RNK, Doug created the Legal & Regulatory Department, where, with his staff, he ensures full and continuing state and federal legal and regulatory compliance in all states where RNK offers services or products. Doug also supervises RNK's day-to-day corporate legal, intercarrier, commercial, and consumer protection matters, and advises RNK's executives on policy matters. Before joining RNK, Doug was employed for nine years at the Massachusetts Department of Telecommunications and Energy, as Senior Legal and Technical Analyst within the Telecommunications Division, and as a Hearing Officer within the Legal Division. In his capacity within the Telecommunications Division, Doug wrote or consulted on nearly every major telecommunications decision issued by the Department, including the *Consolidated Arbitrations*, which set the rules for the competitive local exchange market in Massachusetts. Doug presided over more than 100 hearings, and wrote more than 100 Department decisions for cases involving telecommunications, electric, gas, pipeline safety, and other public utility issues.

Christopher Cramb, Sr., Senior Network Engineer/Manager – Technical Services

Chris Cramb has been with RNK since December 1998 and is responsible for day-to-day switch and network operations, reporting to Neal Hart, Vice President of Operations. Prior to joining RNK, Chris was Senior Network Engineer and supervised the Field Technician Team for The Internet Access Company, Inc. (TIAC). Chris was a key element in TIAC's successful conversion from analog to digital technology, revolutionizing the level of service TIAC provided its customers. Prior to joining TIAC, Chris served for four years as a Senior Telecommunications Technician for the U.S. Air Force.

Glenn Pokraka – Controller

Glenn has over ten years of experience with accounting systems and procedures with commercial and financial institutions. Glenn supervises billing and collection for customers, maintenance and auditing of accounts receivable and payable, and administering RNK's cash flow.

**** 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

EXHIBIT 4

RNK Telecom, Inc.

Re: Question #18C.

Financial capability.

See attached balance sheets and written affirmation as to the veracity of the figures included and filed herein. Unedited figures are provided to the Commission under a request for confidential treatment, conforming to the Commission's Rule 25-22-006, in a sealed manila envelope labeled "Exhibit 4 Confidential". See Attached Motion at Appendix A.

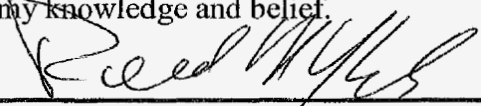
**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

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

AFFIRMATION

I, Richard N. Koch, President of RNK Telecom, Inc. do hereby acknowledge that the information set forth in the attached financial statements is true and correct to the best of my knowledge and belief.

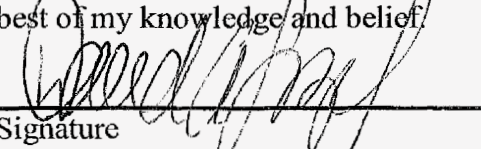


Signature

6-25-04

Date

I, David Fogel, Vice President of Finance of RNK Telecom, Inc. do hereby acknowledge that the information set forth in the attached financial statements is true and correct to the best of my knowledge and belief.



Signature

6-25-04

Date

RNK, Inc.
Income Statement
For the Calendar Years

Calendar Year	2003	2002	2001
Total Revenues	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Cost of Sales	[REDACTED]	[REDACTED]	[REDACTED]
Gross Profit	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Sales & Marketing	[REDACTED]	[REDACTED]	[REDACTED]
Total General & Administrative	[REDACTED]	[REDACTED]	[REDACTED]
Total Other (Income) Expense	[REDACTED]	[REDACTED]	[REDACTED]
Net Income (Loss) before Taxes	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Corporate Income Tax	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Net Income (Loss) after Taxes	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

RNK, Inc.
Balance Sheet
For the Calendar Years

Calendar Year	2003	2002	2001
Total Current Assets	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Property and Equipment	[REDACTED]	[REDACTED]	[REDACTED]
Total Other Assets	[REDACTED]	[REDACTED]	[REDACTED]
Total Assets	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Current Liabilities	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Long-Term Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities	[REDACTED]	[REDACTED]	[REDACTED]
Total Capital	[REDACTED]	[REDACTED]	[REDACTED]
Total Liabilities & Capital	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

**** 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

EXHIBIT 4 B

RNK Telecom, Inc.

Re: Question #18C.

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

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

STATEMENT OF FINANCIAL CAPABILITY

RNK Telecom, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of RNK Telecom, Inc. stated financial capability, a copy of the Balance Sheets for the last three (3) years are attached to its application. RNK Telecom, Inc. intends to fund the provision of service through internally generated cash flow. RNK Telecom, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities, and the principals at the company are committed to providing any necessary capital if needed to provide service in the State of Florida.

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APPENDIX A

RNK Telecom, Inc.

RNK Telecom, Inc. files a Motion for Protective Order, as provided in Rule 25-22-006(5)(a) of the Commission's rules, requesting confidential treatment of the information contained in a sealed manila envelope labeled "Exhibit 4 Confidential".