

ISG-Telecom Consultants

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COMMISSION
CLERK

May 16, 2012

Florida Public Service Commission
Division of Communications
Certificate of Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866

120160-TX

12 MAY 22 PM 4:19

Re: Access Networks of Florida, LLC - Application for Resale/Facility Based ALEC Authority

Dear Sir,

Enclosed please find an original and two (2) copies of the original Application for Authority to provide Local Exchange Service throughout the State of Florida ("Application"), the Company's Tariff and the mandated \$400.00 filing fee. This Application is filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Section 25-24.810, and PSC/CMU 8 (11/95).

Please acknowledge receipt of this filing by file stamping and returning a copy of this letter to the address below.

Questions concerning this Application may be addressed directly to me.

Sincerely,

Joseph Isaacs
Regulatory Consultants to
Access Networks of Florida, LLC

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

Initials of person who forwarded check

- COM _____
- APA _____
- ECR _____
- GCL _____
- RAD** | _____
- SRC _____
- ADM _____
- OPC _____
- CLK | 1-Ng

4274 Enfield Court, Suite 1600, Palm Harbor, Florida 34683
Regulatory Attorneys and Consultants
Telephone: 727-738-5553 Facsimile: 727-939-2672
<http://www.isg-telecom.com> isaacs@isg-telecom.com

DOCUMENT NUMBER-DATE

03259 MAY 22 2012

FPSC-COMMISSION CLERK

ISG-Telecom Consultants

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May 16, 2012

Florida Public Service Commission
Division of Communications
Certificate of Compliance Section
2540 Shumard Oak Boulevard
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Re: Access Networks of Florida, LLC - Application for Resale/Facility Based ALEC Authority

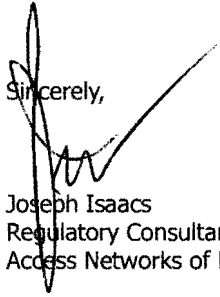
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Joseph Isaacs
Regulatory Consultants to
Access Networks of Florida, LLC

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Regulatory Attorneys and Consultants
Telephone: 727-738-5553 Facsimile: 727-939-2672
<http://www.isg-telecom.com> isaacs@isg-telecom.com

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF REGULATORY ANALYSIS

APPLICATION FORM

for

**AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE
TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and one copy of this form along with a non-refundable application fee of **\$400.00** to:

**Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

- E. A filing fee of **\$400.00** is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.).
- F. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Analysis
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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 rather than apply for a new certificate.

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

2. Name of company: Access Networks of Florida, LLC

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

n/a

4. Official mailing address:

Street/Post Office Box: 301 W. Platt St. #416
City: Tampa
State: Florida
Zip: 33606

5. Florida address:

Street/Post Office Box: 301 W. Platt St. #416
City: Tampa
State: Florida
Zip:

6. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other,

- Corporation
- Foreign Partnership
- Limited Partnership

7. **If individual**, provide:

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: L12000004311
9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: n/a
10. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is: n/a
11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is:
12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name:
Title:
Street/Post Office Box:
City:
State:
Zip:
Telephone No.:
Fax No.:
E-Mail Address:
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is:

14. Provide **F.E.I. Number**(if applicable): 45-4271857

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Joseph Isaacs
Title: c/o ISG-Telecom Consultants LLC
Street name & number: 4274 Enfield Ct
Post office box:
City: Palm Harbor
State: Fl
Zip: 34685
Telephone No.: 727-738-5553
Fax No.: 727-939-2672
E-Mail Address: isaacs@isg-telecom.com
Website Address: www.isg-telecom.com

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

Name: Joseph Isaacs
Title: c/o ISG-Telecom Consultants LLC
Street name & number: 4274 Enfield Ct.
Post office box:
City: Palm Harbor
State: Fl
Zip: 34685
Telephone No.: 727-738-5553
Fax No.: 727-939-2672
E-Mail Address: isaacs@isg-telecom.com
Website Address: www.isg-telecom.com

(c) Complaints/Inquiries from customers:

Name: J. Kevin Barile
Title: President
Street/Post Office Box: 301 W. Platt St. #416
City: Tampa
State: Fl
Zip: 33606
Telephone No.: 813-258-8334
Fax No.: 813-258-8335
E-Mail Address: kevin.barile@ridanindustries.com
Website Address:

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

none

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

no

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

none

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

none

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

none

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

none

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

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

none

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

none

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

none

18. Submit the following:

(a) Managerial capability: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

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

(c) Financial Capability: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. 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.

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

APPLICANT ACKNOWLEDGEMENT: 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 competitive local exchange telecommunications 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."**

Company Owner or Officer

Print Name: J. Kevin Barile
Title: President
Telephone No.: 813-258-8334
E-Mail Address: kevin.barile@ridanindustries.com

Signature: _____

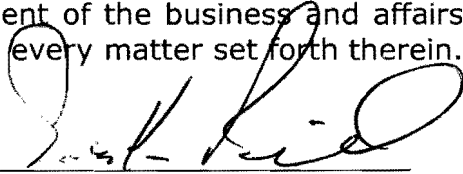
Date: 5/10/12

STATEMENT OF FINANCIAL RESPONSIBILITY
by Mr. J. KEVIN BARILE of
ACCESS NETWORKS OF FLORIDA, LLC
Florida Public Utility Commission

I, Kevin Barile, acting solely as the Managing Member of ACCESS NETWORKS OF FLORIDA, LLC hereby guarantees all debts of said corporation up to an amount of USD \$100,000.00.

State of Florida)
County of Piellas) SS

J. KEVIN BARILE hereby makes oath and states that he is the **Managing Member of ACCESS NETWORKS OF FLORIDA, LLC** and that he has examined the foregoing letter of financial responsibility and that to the best of his knowledge, information, and belief, all statements of fact contained in the said application are true, and the said application is a correct statement of the business and affairs of the above-named applicant in respect to each and every matter set forth therein.

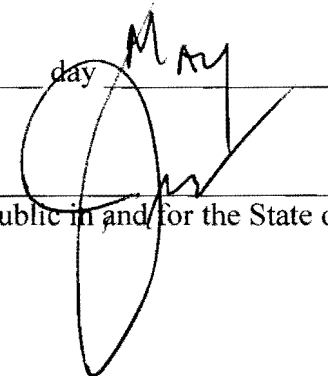


Signature

Joseph Kevin Barile


Typed or Printed Name

SWORN TO AND SUBSCRIBED before me on this 16 day May, 2012.



Notary Public in and for the State of Florida

My commission expires: _____

 **JOSEPH ISAACS**
MY COMMISSION # EE 148183
EXPIRES: February 21, 2016
Bonded Thru Budget Notary Services

Access Networks of Florida, LLC

Access Networks of Florida, LLC
301 W. Platt St. #351
Tampa, FL 33606-2292
Phone (855) 852-6527
Fax (813) 200-3624

J. Kevin Barile
President/Managing Member
120 Barbados Ave.
Tampa, FL 33606
Cell (313) 335-4770
Home (813) 253-2561

James Eatrides
Vice-President/Chief Technology Officer
P.O Box 69
Bradenton Beach, FL 34217
Cell (941) 350-9618
Home ((41) 387-3008

Ownership
J. Kevin Barile – 100% (non-certificated)

Registered Agent
J. Kevin Barile
301 W. Platt St. #351
Tampa, FL 33606-2292
Phone (855) 852-6527
Fax (813) 200-3624

James A. Eatrides

PO Box 69
Bradenton Beach, Florida 34217
Home 941-387-3008 Mobile 941-350-9618
Fax 941-383-8232 Email jimeatrides@AOL.com

Business Experience

- 2001- Present **ALPHA-OMEGA COMMUNICATIONS, LLC** **LONGBOAT KEY, FLORIDA**
- Managing Partner/CEO** – Co-founded and manage wireless communications network integration firm which specializes in communications tower site development and the design, engineering, installation and maintenance of advanced wireless communications systems and networks for data, voice and video applications. Guided Company from start up to profitability despite major industry downturn from 2001-2003.
- 1998-2000 **PNE MEDIA, LLC** **BALTIMORE, MARYLAND**
- President/CEO** - Founded and managed outdoor advertising firm with 12 offices and 9,200 displays in major East coast markets from Connecticut to South Carolina. Grew Company from start-up to \$32 Million in revenue and \$13 Million in operating cash flow through both internal development and acquisitions. Company was sold at end of 2000.
- 1992-1999 **CHESAPEAKE OUTDOOR ENTERPRISES, INC.** **BALTIMORE, MARYLAND**
- President/CEO** - Managed outdoor advertising firm with three offices, 5,000 displays and revenues of \$7 Million. Selected by owner group to turn around and guide firm through volatile period for industry. Diversified customer base, increased sales and reduced operating costs. From 1992-1998, increased sales and operating cash flow by an average of 14% and 19% per year, respectively. Company merged into PNE Media, LLC in February, 1999.
- 1996 **OUTDOOR EAST, L.P.** **BALTIMORE, MARYLAND**
- President/CEO** - Managed outdoor advertising firm with seven offices, 4,000 displays in five southeastern states, and revenues in excess of \$12 Million. Led management team that took over operations in April, 1996. Successfully refinanced Company's debt and brought in additional outside equity investors in June, 1996. Rationalized Company's operations, trained sales personnel, increased revenues by 9% and operating cash flow by 25%. Sold Company in December 1996 and realized a 300% return on investment for investors and management team.
- 1989-1992 **POTOMAC OUTDOOR ENTERPRISES** **BALTIMORE, MARYLAND**
CHESAPEAKE OUTDOOR ENTERPRISES, INC.
TIDEWATER PARTNERS
- Partner** – Co-founded and managed out-of-home advertising firm with displays in the Pittsburgh, Baltimore/Washington, Philadelphia, New Jersey and New York markets. Focused on sales, sales training, regulatory/public affairs, and the development of new out-of-home media. Stabilized and diversified business base of Chesapeake. Established Potomac and Tidewater business groups. Increased Potomac and Tidewater sales from \$300,000 per year to \$3 Million per year. Sold Potomac and Tidewater assets in October 1991 for a substantial profit.

1983-1989 **PENN ADVERTISING, INC.** **YORK, PENNSYLVANIA**
(an affiliate of Susquehanna Broadcasting Co.)

Vice President/Chief Operating Officer - Functioned as chief executive officer of outdoor advertising firm with nine division offices throughout Pennsylvania, New York, and Maryland. Company was recognized as one of leading firms in industry by customers and industry members. Increased sales from \$9 Million to \$28 Million and operating cash flow by 164% from 1984 through 1988. Sales growth achieved through local/regional sales strategy. \$50 Million in value created for owners by improving existing operations and by uncovering and seizing acquisition opportunities in four markets with potential for dramatic increases in sales and profits.

1981-1983 **SUSQUEHANNA BROADCASTING CO.** **YORK, PENNSYLVANIA**

Financial and Planning Analyst - Reported to Vice President/Finance. Performed investment and acquisition analyses for Company's Cable Television, Radio and Pfaltzgraff Dinnerware subsidiaries and outdoor advertising affiliate. Participated in development of business plans for all operating divisions. Directed and coordinated Company's activities and entry into new communications ventures including cellular telephone service. Held this position while attending graduate school and after graduation.

1974-1980 **BAY STATE FOOD COMPANY, INC.** **WOBURN, MASSACHUSETTS**
Operations and Sales Manager - Made direct sales to restaurants and fast-food operations. Coordinated operations during high growth period. Held this position while attending college; worked an average of thirty hours per week during academic year and full-time during summers and upon graduation.

Education

1980-1982 **HARVARD GRADUATE SCHOOL** **BOSTON, MASSACHUSETTS**
OF BUSINESS ADMINISTRATION

Earned the degree of Master in Business Administration in June, 1992. Awarded second year honors. Followed general management curriculum. Electives in marketing and finance. Managerial Economics Tutor. Member of Marketing, Finance and Investment Clubs.

1974-1978 **UNIVERSITY OF MASSACHUSETTS** **BOSTON, MASSACHUSETTS**

Awarded Bachelor of Arts degree, summa cum laude, in Management. Concentration in Finance. Academic honors included Management Program Prize and Dean's list all semesters. Elected member of Student Senate. Appointed member of University President Search Advisory Committee.

120 Barbados Ave.
Tampa, FL 33606

813-253-2561 home
813-335-4770 mobile

J. Kevin Barile

Objective

Develop Macro Cellular Sites & Distributed Antenna Systems

Experience

2012 **Access Networks of Florida, LLC** Tampa, FL
President

- Developing Distributed Antenna Systems Opportunities in Florida

2010 - 2012 **Ridan Industries II, LLC** Tampa, FL
President

- Developing Build-to-Suit Tower Opportunities in Florida

2008 - 2010 **Ridán Internacional S.A** San José, Costa Rica
President

- Researched Third-Party Tower Development Opportunity
- Developed Propriety Tower Data Base
- Obtained Build-to-Suit Agreement for I.C.E. 3G Expansion, 68+ sites

2003 - 2008 **Ridan Industries, LLC** Tampa, FL
President

- Developed Propriety Tower Data Base
- 32 towers built
- Merged into Florida Tower Partners, LLC

2000 - 2002 **ClearShot Communications, LLC** Tampa, FL
SVP Business Development

- Managed seven regional, development offices
- 120 towers built; 70 towers acquired
- Developed Database/Document Control System

1997 - 2000 **Acme Towers Inc.** Tampa, FL
President

- Developed business from a start-up
- 55 towers built
- Merged into ClearShot Communications, LLC

1997 **Pinnacle Towers Inc.** Sarasota, FL
Construction Manager

- Developed operational procedures

- Duties included tower builds, tower rebuilds & tower maintenance

1993 **Raytheon Constructors** Republic of Panama
Project Manager

- Negotiated Job Order Contracts with the United States Army
- Duties included estimating, managing & contracting

1990 - 1992 **Harbert Construction** Tallahassee, FL
Project Engineer

- Implemented operational procedures
- Duties included quality control, document control & cost control

Education

1994 - 1996 **University of Florida** Gainesville, FL

- Juris Doctorate

1985 - 1989 **University of Florida** Gainesville, FL

- Bachelors of Building Construction with High Honors

Interests

Home renovating, boating & cooking

FLORIDA TELECOMMUNICATIONS PRICE LIST
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

This Price List contains the rates applicable to the furnishing of local exchange telecommunications services provided by Access Networks of Florida, LLC ("ANF") within the State of Florida. This Price List is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 301 W. Platt St. #416, Tampa, FL 33606.

Issued: May 16, 2012
Issued By:

Effective Date:

Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

CHECK SHEET

The Title Sheet and Sheets are inclusive of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	27	Original
2	Original	28	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
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23	Original		
24	Original		
25	Original		
26	Original		

Issued: May 16, 2012
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Effective Date:

Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

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EXPLANATION OF SYMBOLS

- (D) To signify a **deletion**
- (I) To signify a rate **increase**
- (M) To signify material **moved** in the Price List
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

Issued: May 16, 2012
Issued By:

Effective Date:

Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

PRICE LIST FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the sheet 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 code 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).1.
 - 2.1.1.A.1.(a).1.(i).
 - 2.1.1.A.1.(a).1.(i).(1).
- D. **Check Sheets** - When a Price List filing is made with the Commission, an updated Check Sheet accompanies the Price List filing. The Check Sheet lists the sheets contained in the Price List with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Price List user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

APPLICATION OF PRICE LIST

This Price List governs Company local exchange services originating and terminating at points within the State of Florida for AT&T exchanges, Verizon exchanges and Embarq exchanges .

Issued: May 16, 2012
Issued By:

Effective Date:

Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Add:

The addition of a vertical service to existing equipment and/or service at one location.

ADSL

Asymmetrical Digital Subscriber Line (ADSL) is an access data technology service which allows for the transmission of high speed connections services over existing copper facilities.

Authorized User:

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

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for commercial, professional, or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Call Forwarding:

A local exchange feature which permits the station user to have his incoming calls transferred automatically to any other access line.

Call Forwarding - Busy Line:

An optional feature which automatically routes incoming calls to a preset number when called station is busy.

Call Waiting:

An enhancement to basic service that enables the called party to be notified and have the option to pickup a call from a second party while engaged in conversation with the first calling party.

Issued: May 16, 2012
Issued By:

Effective Date:

Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Calling Area:

An area within underlying ILEC service areas which are considered “Local” to the originating calling party’s exchange.

Called Station:

The terminating point of a call (i.e., the called number).

Caller ID:

An optional service which, when combined with appropriate end-user equipment, delivers the calling party telephone number to the called party during the ring cycle and during conversation for that call.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Channel Terminal

The term “Channel Terminal” denotes that portion of a service required to terminate within a central office, the interoffice or interexchange transmission system.

Channel

A communications path between two or more points of termination.

Commission:

Florida Public Service Commission

Change:

Includes the rearrangement or reclassification of existing service at the same location.

Company:

Access Networks of Florida, LLC (“ANF”)

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Price List regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Exchange

A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between subscribers within a specified area, usually a single city, town or village. When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

Exchange Service Area

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

Exchange Service

The general telephone service rendered in accordance with Price List provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Price List.

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

B. Individual Residence Line

Individual Line Service: A classification of exchange service which provides that only one Exchange Access Line shall be served by the line connecting such Access Line with the central office or other switching unit.

Frame Relay

Frame Relay is a service which provides for the transfer of variable length frames across a wide geographic area through statistical multiplexing of data.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

ISDN:

Integrated Services Digital Network is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single subscriber loop.

LATA:

A Local Access and Transport Area ("LATA") is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange:

A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Exchange Carrier:

A Company which furnishes local exchange telecommunications service.

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.

Premises:

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Service Line:

A two-way residential individual line, or an extension of a residential line which is required for testing of certain services provided by the Company and which is billed at the rates within this Price List.

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Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

SECTION 2 – RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for residential telecommunications service for local calling within the State of Florida. As a reseller, the quality of service provided to the company's end-users will be equal to that received from the company's underlying carrier(s).
- 2.1.2. Company is a facilities-based provider of telecommunications to Customers for their direct transmission and reception of voice or data residential communications.
- 2.1.3. Company provides access, switching, transport and termination services provided by other underlying telecommunications local carriers.
- 2.1.4. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.5. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company will require a two month subscription payment from each new subscriber as an advanced payment to obtain service: one month's payment to pre-pay the first month's service charges and one month's payment for the Company to hold towards future unpaid billing. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. As a reseller the quality of service provided as a reseller to the company's end-users will be equal to that received from the company's underlying carrier.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this Price List.
- 2.2.2. 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 connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer of service from one subscriber to another. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Transfers are not acceptable unless written permission from the Company is received by the transferring and the receiving transferee parties.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Price List are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until this indebtedness and any accrued interest or penalty amounts have been satisfied.

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Palm Harbor, Florida 34685
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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this Price List is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for any losses suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's resold facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- D. Use of subscriber provided information, use of subscriber call detail records from any source, or any information derived from these sources when used in the investigation or prosecution of potential fraud, potential illegal activities, or any law enforcement organization's investigation that might involve the subscriber in any way.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company's underlying carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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Palm Harbor, Florida 34685
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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within 20 days of when invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including 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 the Customer's agent, to the Company's underlying carriers' networks.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.10. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them. 911 service will remain active during temporary disconnections for residential customers.

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to \$1.00.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this Price List, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by the 3rd day after order.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this Price List, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Price List. Beyond this responsibility, the Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this Price List.
- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.4. The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 2.6.5. This Customer is responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's underlying carriers' facilities.

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Palm Harbor, Florida 34685
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SECTION 2 – RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence or willful act of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

2.7.4. No credit will be made for:

- a) Interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer;
- b) Interruptions due to the negligence of any person using the Company's services with the Customer's permission;
- c) Interruptions due to the failure or malfunction of non-Company equipment.

SECTION 2 – RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.8.2. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.10. PAYMENTS AND BILLING

2.10.1 Known charges for subscription service will be billed in advance for the ensuing monthly subscription period. Ancillary services such as Directory Assistance and Operator Services will be bill in arrears in the month following the month in which the charges were incurred. The Company reserves the right to impose an additional Advance Payment amount equal to the highest amount of incurred ancillary charges, which shall be added to the Escrow account established by the Company as referenced in Section 2.12 of this Price List.

2.10.2 The Customer is responsible for payment of all charges for service furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 20 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer. Customer will not be required to pay disputed portion of bill during complaint resolution period.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.3 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.10.4 A late payment charge of \$25.00 shall apply to any amounts billed to subscriber and not received by the day following the business day closest to or on the payment due date.

2.10.5 Billing disputes should be addressed to Company's customer service organization by mail at: 10 South 4th Street, Defuniak Springs, Florida 32433 or via telephone. Customer service representatives are available from 8:00 a.m. to 4:59 p.m. Eastern Time. Messages may be left for the Customer Service Department from 5:00 p.m. to 7:59 a.m. Eastern Time, which will be answered on the next business day, unless in the event of an emergency, which threatens Customer service, in which case customer service personnel may be paged.

2.10.6 In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

Florida Public Service Commission
Bureau of Consumer Assistance
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Toll free number: 800.342.3552

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Palm Harbor, Florida 34685
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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. DISCONTINUANCE OF SERVICE**

- 2.11.1. Upon nonpayment of any amount owing the Company, unless a written notice of dispute has been received by the Company, and after 20 days from the payment due date, the Company may discontinue or suspend service upon five (5) working days prior written notice delivered to the Customer without incurring any liability. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS."
- 2.11.2. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.11.3. 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 notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.11.4. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.11.5. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability: immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, including the follow:
- A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
 - B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service(s); or
 - C. 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:
 - 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List;
 - 2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - 3. Any other fraudulent means or devices;
 - D. The Customer uses service in such a manner as to interfere with the service of other users; or
 - E. The Customer uses service for unlawful purposes.

SECTION 2 - RULES AND REGULATIONS, Continued

2.11 DISCONTINUANCE OF SERVICE, Continued

- 2.11.6. Upon five (5) working days prior written notice, upon written notice to a Customer who has failed to pay any sum within five (5) days of the date when payment was due; or
- 2.11.7. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Price List if the noncompliance is not corrected within that ten (10) day period.
- 2.11.8. 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 service(s) furnished during the time or up to suspension or discontinuance.
- 2.11.9. Upon the Company's discontinuance of service to the Customer, all applicable charges, including termination charges, shall become due and payable. This is in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this Price List.

2.12. ADVANCE PAYMENTS AND DEPOSITS

To safeguard its interest, the Company may require a Customer to make Processing/Application Fee before services are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and month's charges for the service.

Applicants shall not be required to pay a security deposit prior to receiving service.

An Escrow Account shall be maintained by the Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive services for which Customer has paid in advance.

2.13. FULL FORCE AND EFFECT

Should any provision or portion of this Price List be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Price List will remain in full force and effect.

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. UNCERTIFICATED RESALE PROHIBITED

Resale of any Price Listed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by Companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity (or the equivalent thereof), or a copy thereof, prior to providing services for resale.

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SECTION 3 - SERVICE DESCRIPTION

3.1. LOCAL EXCHANGE SERVICE

3.1.1 General

- A. Local Exchange Service provides a customer a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time to and from, respectively, other stations on the public switched telephone network. Local exchange service also provides a customer with a unique telephone number address on the public switched telephone network and access to certain interstate and international services offered by Company. (a 'basic access line').
- B. A basic access line includes free access to Operator Services, Directory Assistance services, Telecommunications Relay Services and emergency services by dialing 0 or 911, with unlimited local calling at a flat rate.
- C. Local exchange service requires the classification by the customer of the basic access line as either of a business or residence basic access line. Residence access lines may include an allowance for calls for which there are no usage charges. One listing in the alphabetical directory is included for both residential and business access lines.

3.1.2. Service Description

- A. Local Exchange Service will be offered throughout the State of Florida and will consist of, minimally a residential or business basic access line. Optional Services features will be available for order by the Customer, consisting of all or any of the following: Caller ID, Call Waiting, Call Forwarding and or Voice mail. 911 Service will be available at all times including disconnection of service.

SECTION 3 – SERVICE DESCRIPTION, Continued**3.2 CUSTOM CALLING FEATURES**

3.2.1 General

The Custom Calling 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 classes of service.

3.2.2 Description of Features

A. Three Way Conference

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-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 switchhook 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.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

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.

C. Call Waiting/Cancel 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.

D. 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.

E. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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Joseph Isaacs, Regulatory Affairs
4274 Enfield Court, Suite 1600
Palm Harbor, Florida 34685
Telephone: (727) 738-5553

SECTION 3 – SERVICE DESCRIPTION, Continued**3.3 DIRECTORY ASSISTANCE**

A Directory Assistance Charge applies for each telephone number, and area code, and/or general information requested from Directory Assistance operator. There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Charges set forth in Section 4.2 will apply for each additional request made to the Directory Assistance Operator.

Directory Assistance Local Call Completion

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provide the requested number. All completed calls will be charged the Directory Assistance Call Completion Charge, in addition to any other appropriate charges. See Section 4.2 for Rates.

3.4 DIRECTORY LISTINGS

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

SECTION 3 – SERVICE DESCRIPTION, Continued**3.5 LOCAL OPERATOR SERVICES**

Operator Services provide for live or automated operator treatment of calls when a customer dials “0”. Services include, but are not limited to Busy Line Verification, Operator Verification \ Interrupt Service and Operator Assisted Call Completion Services. Access to Operator Services is provided at no charge, however, a per-call service charge and a per minute usage rate will apply when the customer elects to utilize a chargeable Operator Service.

3.5.1 Busy Line Verification

Utilizing operator assistance, the caller is able to accomplish any of the following:

- A. verify that a called line is in use
- B. verify that a called line is in use, or if it is clear, have the operator place the call
- C. verify and interrupt a call that is in progress

3.5.2 Operator Verification \ Interrupt Service

Where facilities and operating conditions permit, Carrier’s operators may verify busy line conditions and/or interrupt a conversation in progress at the calling party’s request.

3.5.3 Operator Assisted Call Completion

Operator Assisted Call Completion provides the called with access to the operator for assistance in completing telephone calls. Local calls may be completed or billed with live or mechanical assistance. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. The operator can assist the caller by placing the call either person-to-person, station-to-station or other designated basis. In addition to a per request charge, a per minute usage rate applies to each call completed. See Section 4.2.

A. Person-to-Person

Allows a Customer to place a call through a operator to one particular person.

B. Station-to-Station

Allows a Customer to place a call through an operator to any person.

SECTION 3 – SERVICE DESCRIPTION, Continued**3.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases rates and charges will be applied on an 'Individual Case Basis' (ICB), where such rates and charges will be developed by the Company based on the circumstances (such as costs of labor, material, engineering and administration) in each case. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.7 HEARING AND SPEECH IMPAIRED CUSTOMERS

3.7.1 Reserved for future use.

3.8 TELECOMMUNICATIONS RELAY SERVICE

The Relay Service provides specialized telecommunications equipment to qualified Florida Residents who have a certified hearing or speech impairment, pursuant to the Telecommunications Access System Act of 1991. For calls received from the relay service, the company will, when billing relay calls, discount relay service calls by fifty percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice non-relay call.

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service

<u>Package</u>	<u>Monthly</u>	<u>Non-recurring Charges Line Install</u>	<u>Non-recurring Charges Order Charge</u>
Basic	\$24.95	\$43.95	\$45.00

4.2 Miscellaneous Rates and Charges for presubscribed customers only.

	<u>Per Use</u>
Basic Directory Listings	Free
Additional Listings	\$ 2.50
Additional Line Listings	\$ 2.50
Private Listings (No Listings or Directory Assistance)	\$ 2.75
Caption Listings	\$ 6.00
Directory Assistance Listings	\$ 1.80
<u>Operator Services (Per Call):</u>	
Busy Line Verification	\$ 3.55
Operator Verification/Interrupt Service	\$ 3.40
Third Number Billed	\$ 3.50
Collect	\$ 3.50
Person-to-Person	\$ 3.40
Station-to-Station	\$ 3.20
<u>Operator Services (Per Min.)</u>	\$ 1.50
911 Emergency Service	Free
Directory Assistance (After 3 free inquiries per month)	\$1.50
Directory Assistance Call Completion	\$1.50
Additional Labor, Engineering:	
Per First half hour	\$ 65.00
Per Additional half hour	\$ 35.00

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