



June 26, 2000
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

000784-TX

RE: Initial Application and Tariff of **Structus TeleSystems, Inc.** for Authority to Provide Competitive Local Exchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Structus TeleSystems, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to my attention reached at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to Structus TeleSystems, Inc.

Enclosures

cc: R. Salter - Structus
file: Structus - FL (Local)
tms: FLI0000

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

07867 JUN 28 8

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

APPLICATION FORM

for

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

000784-TX

Instructions

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

**Florida Public Service Commission
Division of Records and Reporting
2450 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6770**

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

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2450 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6600**

FORM PSC/CMU 8 (11/95)

Required by Commission Rule Nos. 25-24.815, 25-24.810, and 25-24.815

DOCUMENT NUMBER-DATE

07867 JUN 28 88

FPC-RECORDS/REPORTING

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 authority.

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:

Structus TeleSystems, Inc.

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

Structus TeleSystems, Inc.

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

Name: Structus TeleSystems, Inc.
Street: 1401 Main Street, Suite M100
P.O. Box:
City: Columbia
State: South Carolina
Zip Code: 29201

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

Name: NRAI Services, Inc.
Street: 526 E. Park Avenue
P.O. Box:
City: Tallahassee
State: Florida
Zip Code: 32301

6. Structure of organization:

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

7. If individual, provide:

Not applicable.

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

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

Not Applicable

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

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

F00000003186

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

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

Not applicable.

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

(A) The Florida Secretary of State registration Number:

Not applicable.

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

Not applicable.

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

(A) The Florida registration number: Not applicable.

14. Provide **F.E.I. Number** (if applicable): 57-1095647

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.

Structus has no stockholders, officers, or directors that have been adjudged bankrupt, mentally incompetent or found guilty of any felony or any crime involving moral turpitude.

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

No Structus officers, directors, partners or stockholders have held the position of officer, director, partner or stockholder in any other Florida certified telephone company.

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

(A) The application:

Name: Thomas M. Forte
Title: Consultant to Structus TeleSystems, Inc.
Address: 210 N. Park Avenue, PO Drawer 200
City, State, Zip: Winter Park, FL 32790-0200
Telephone No.: (407) 740-8575 **Fax No.:** (407) 740-7742
Internet E-Mail Address: tforte@tminc.com
Internet Website Address: tminc.com

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

Name: Kyle Herron
Title: General Manager - CLEC & Municipalities
Address: 1401 Main Street, Suite M100
City, State, Zip: Columbia, SC 29201
Telephone No.: (803) 461-1400 **Fax No.:** (803) 461-1423
Internet E-Mail Address: jkherron@structus.com
Internet Website Address: www.structus.com

(C) Complaints/Inquiries from customers:

Name: Kyle Herron
Title: General Manager - CLEC & Municipalities
Address: 1401 Main Street, Suite M100
City, State, Zip: Columbia, SC 29201
Telephone No.: (803) 461-1400 **Fax No.:** (803) 461-1423
Internet E-Mail Address: jkherron@structus.com
Internet Website Address: www.structus.com

17. List the states in which the applicant:

(A) has operated as an alternative local exchange company

None

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

South Carolina and Georgia.

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

None

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

The Applicant has never been denied authority to any state in which is has applied.

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

The Applicant has not had regulatory penalties imposed for violations of telecommunications statutes.

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

The Applicant has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

18. Submit the following:

(A) Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

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

1. The balance sheet:
2. Income statement: and
3. Statement of retained earnings.

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

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

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

B. Managerial capability.

Give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

C. 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.

****APPLICANT ACKNOWLEDGMENT STATEMENT****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with this application.

UTILITY OFFICIAL:



Gary L. Williams President & CEO

6-9-2000

Date

(803)461-1400
Telephone Number

(803) 461-1423
Fax Number

Address: 1401 Main Street, Suite M100
Columbia, So. Carolina 29201

ATTACHMENTS:

- A- CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B- INTRASTATE NETWORK
- C- AFFIDAVIT
GLOSSARY

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.

<u>Location</u>	<u>Owned or Leased</u>
-----------------	------------------------

1)

2)

3)

4)

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

<u>Location</u>	<u>Type</u>	<u>Owned or Leased</u>
-----------------	-------------	------------------------

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>Type of POP-to POP</u>	<u>Owned or Leased</u>
---------------------------	------------------------

1)

2)

3)

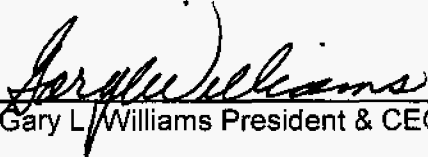
4)

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 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:



Gary L. Williams President & CEO

6-9-2000

Date

(803)461-1400
Telephone Number

(803) 461-1423
Fax Number

Address: 1401 Main Street, Suite M100
 Columbia, So. Carolina 29201



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 8, 2000

CORPORATE ACCESS

TALLAHASSEE, FL

Qualification documents for **STRUCTUS TELESYSTEMS, INC.** were filed on June 8, 2000 and assigned document number **F00000003188**. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 300A00031793

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

JAN 20 2000

J. Miles
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

Jim Miles		2
SECRETARY OF STATE		
FILED		
JAN 20 2000		
AM SOS EXPRESS PM		
7	8	9
10	11	12
1	2	3
4	5	6


ARTICLES OF INCORPORATION
OF
Structus TeleSystems, Inc.

1. The name of the proposed corporation is **Structus TeleSystems, Inc.**
2. The initial registered office of the corporation is **1901 Main Street, Suite 1550, Columbia, South Carolina 29201** and the initial registered agent at such address is **R. William Metzger, Jr.**
3. The corporation is authorized to issue shares of stock as follows:
 - a. The corporation is authorized to issue a single class of shares and the total number of shares authorized is **100,000 Common.**
4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)): **Upon Filing**
5. The optional provisions which the corporation elects to include in the Articles of Incorporation are as follows (See §33-2-102 and the applicable comments thereto, and 35-2-105 and 35-2-221 of the 1976 South Carolina Code): **None.**
6. The name and address and signature of each incorporator is as follows (only one is required):

Name	Address	Signature
<u>Gary L. Williams</u>	<u>1401 Main Street, Suite M-100</u>	<u><i>Gary L. Williams</i></u>
	<u>Columbia, SC 29201</u>	

7. I, R. William Metzger, Jr., an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date 1-18-00


(Signature)

R. William Metzger, Jr.
Robinson, McFadden & Moore, P.C.
Post Office Box 944
Columbia, South Carolina 29202

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE AND TAXATION
INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 8/95)
3134

File Number	Ending Period	SID Number
NAME OF CORPORATION: Structus TeleSystems, Inc.		
ADDRESS OF CORPORATION (NUMBER AND STREET): 1401 Main Street, Suite M-100		
CITY AND STATE Columbia, SC	ZIP 29201	COUNTY Richland
Date "Application for Charter" filed with Secretary of State: Concurrently		
Date of "Request for authority to do business in this state" (Foreign Corp): JAN 20 2000		
IRS Employer Identification Number: Applied for		Business Code
1. State of incorporation: South Carolina		
2. Nature of principal business in South Carolina: Telecommunications		
3. Location of registered office of the corporation in the State of South Carolina is 1901 Main Street, Suite 1500 in the city of Columbia. Registered agent at such address is R. William Metzger, Jr.		
4. Location of principal office in South Carolina (street, city and county): 1401 Main Street, Suite M-100, Columbia, SC 29201		
5. Date business commenced in South Carolina: Upon Filing Telephone # 803-461-1400		
6. The corporation's books are in care of Gary L. Williams located at 1401 Main Street, Suite M-100, Columbia, SC 29201		
7. Indicate date corporation closes its books: December 31		
8. If a professional corporation are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation? N/A		
9. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:		
SSN	Name/Title	Business Address and Office
251-88-4314	Gary L. Williams / President	1401 Main Street, Suite M-100 Columbia, SC 29212
10. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
100,000	Common	
11. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:		
Number of Shares	Class	Series
10,000	Common	
1. Fee due with this report		1. \$25.00
2. Interest due		2. \$
3. Penalty due		3. \$
4. Total - Fee, Interest and Penalty (Make remittance payable to SC Department of Revenue)		4. \$

AFFIDAVIT

I, the undersigned, principal officer of the corporation for which this return is made, declare that this return including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

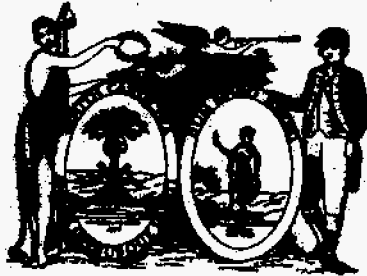
R. William Metzger, Jr., Esquire
This Return Prepared by

Gary L. Williams
Signature of Officer Authorized to Sign

Date _____

President
Title

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Existence**

I, Jim Miles, Secretary of State of South Carolina Heraby certify that:

STRUCTUS TELESYSTEMS, INC.,

a corporation duly organized under the laws of the State of South Carolina on January 20th, 2000, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to Section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 20th day of
January, 2000.

A handwritten signature in black ink that reads "Jim Miles". The signature is written in a cursive style and is positioned above a horizontal line.

Jim Miles, Secretary of State

STRUCTUS TELESYSTEMS, INC.

EXHIBIT I

Financials

EXHIBIT I - A

Structus TeleSystems, Inc.

Structus TeleSystems, Inc. ("Structus") is providing a copy of the March 31, 2000 Balance Sheet and Income Statement of its parent company, Structus Technologies, Inc., with its application as proof of the company's anticipated Florida revenue projections. This balance sheet shows that Structus is a start up company, inception date of 09/07/99, with minimal financial obligations. The company has total assets of \$3,332,003.

The Company has access to additional sources of cash via cash infusions from stockholders, sale of preferred stock and other equity financing sources. The Company also has access to credit financing sources via lines of credit, loans, capital leases on future purchases of equipment, etc. There are a myriad of options for the Company to obtain additional sources of cash. At this point, the Company does not anticipate needing to use any of these sources. The Company expects their financing to come from the profits of the operation once they are certificated from the Public Utility/Service Commissions.

Structus proposes to operate as a reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting it's Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that Structus has the managerial experience and entrepreneurial skill necessary to run the company.

Structus Technologies, Inc.
(A Development Stage Company)
Consolidated Balance Sheet
March 31, 2000

Assets

Current assets:

Employee advances receivable	\$ 250
Prepaid expenses and other current assets	3,369
Total current assets	3,619

Property and equipment, net	3,328,384
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Total assets	\$ 3,332,003
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Liabilities and stockholders' equity

Current liabilities:

Bank overdraft	\$ 46,403
Accounts payable and accrued liabilities	1,950,799
Short-term notes payable	509,777
Current portion of capital lease obligations	393,764
Total current liabilities	2,900,743

Capital lease obligations, net of current portion	789,816
---	---------

Stockholders' equity:

Common stock, no par value, 1,000,000 shares authorized; 9,950 shares issued and outstanding	229,886
Deficit accumulated during the development stage	(588,442)
Total stockholders' equity	(358,556)

Total liabilities and stockholders' equity	\$ 3,332,003
--	--------------

See Independent Accountants' Compilation Report.

Structus Technologies, Inc.
(A Development Stage Company)
Consolidated Statements of Operations

	Three Months Ended March 31, 2000	Period from Inception (September 7, 1999) Through March 31, 2000
Revenues	\$ —	\$ —
Operating expenses:		
Network and product costs	4,341	4,341
Sales, marketing, general and administrative	134,750	585,031
Depreciation and amortization	2,546	2,546
Total operating expenses	141,637	591,918
Loss from operations	(141,637)	(591,918)
Other income (expense)	—	6,393
Interest expense	(2,702)	(2,702)
Net loss before income taxes	(144,339)	(588,227)
Income taxes	(215)	(215)
Net loss	\$ (144,554)	\$ (588,442)

See Independent Accountants' Compilation Report.

STRUCTUS TELESYSTEMS, INC.

EXHIBIT II

Management Profiles

STRUCTUS TECHNOLOGIES, INC.
Management Profiles

Gary Williams, the President and CEO of the Company along with the core management team worked together for three years to successfully start-up and deploy the first major ATM network, known as iSCAN, LP, for 23 independent telephone companies in South Carolina. Previously, Gary was with BellSouth for 26 years.

Gary started the company and grew it from 2 to 30 employees in two years. iSCAN, LP was the first ATM based service provider in South Carolina whose product line included frame relay, ATM native speed LAN Services, MPEG and H.323 video as well as T-1 emulation and voice over ATM. Under Gary's leadership iSCAN grew from one employee to over 30 in two years and was providing services to major accounts in South Carolina including the state government.

Structus has an excellent management team with direct knowledge and depth of experience in the telecommunications industry as well as managing/deploying ATM networks and associated services.

Margaret Hanson Costan, Chief Financial Officer, most recently served as senior financial officer with the Bank for Reconstruction and Development within the World Bank.

Janet Christy is currently Director of Business Development. Janet has over 20 years experience in telecommunications having served 17 years with BellSouth and three years with iSCAN, LP. At iSCAN, Janet served as the Director of Marketing and headed up the account team that won the broadband and voice contract from the State of South Carolina. Janet was responsible for product roll-outs and coordinated marketing efforts to the independent telephone companies owning iSCAN.

Dennis Dowdy is currently Director of Engineering-Community Services Network (CSN) responsible for all matters concerning the strategic partnership between Structus and CSN. Dennis held the position of Senior Manager-Network Control Center for iSCAN, LP. Dennis was responsible for the creation of iSCAN's network control center including facilities, selection of the network management system and all staffing. Dennis was also responsible for iSCAN's data center and advised the independent telephone company owners on NCC and test center deployment.

Todd Lee is currently Director of Network Support with responsibilities for the data center, network center and all operating support systems. He has twenty-three years experience in the telecommunications industry including voice, data and video technologies. Todd was Vice President-Telecommunications at Wachovia Bank. He was responsible for the fully integrated networks utilizing frame relay, ATM, ISDN, Internet and VPNs. He also had responsibility for a \$15 million annual budget in support of data processing hardware and network components. Todd was responsible for the installation of Wachovia's first digital data network, which now encompasses North Carolina, South Carolina and Georgia.

STRUCTUS TELESYSTEMS, INC.

EXHIBIT III

Proposed Price List

TITLE PAGE

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

STRUCTUS TELESYSTEMS, INC.

WITHIN THE STATE OF FLORIDA

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

FL10000

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Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

FL10000

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original price list that are in effect on the date shown on each page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title Page	Original *	31	Original *	61	Original *
1	Original *	32	Original *	62	Original *
2	Original *	33	Original *	63	Original •
3	Original •	34	Original *	64	Original *
4	Original *	35	Original *	65	Original *
5	Original *	36	Original *	66	Original *
6	Original •	37	Original *	67	Original *
7	Original *	38	Original *	68	Original *
8	Original *	39	Original *	69	Original *
9	Original *	40	Original *	70	Original *
10	Original *	41	Original *	71	Original *
11	Original *	42	Original *	72	Original *
12	Original *	43	Original *	73	Original *
13	Original *	44	Original *	74	Original *
14	Original *	45	Original *	75	Original *
15	Original *	46	Original *	76	Original *
16	Original •	47	Original *	77	Original •
17	Original *	48	Original *	78	Original *
18	Original *	49	Original *	79	Original *
19	Original *	50	Original *	80	Original *
20	Original *	51	Original *	81	Original *
21	Original *	52	Original *	82	Original *
22	Original *	53	Original *	83	Original •
23	Original *	54	Original *	84	Original •
24	Original *	55	Original *	85	Original *
25	Original *	56	Original *	86	Original *
26	Original *	57	Original *	87	Original *
27	Original *	58	Original *	88	Original *
28	Original *	59	Original *	89	Original *
29	Original *	60	Original *	90	Original *
30	Original *				

* - Indicates pages submitted with most recent filing.

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
 1401 Main Street, Suite M100
 Columbia, SC 29201

FL10000

CHECK SHEET, (CONT'D.)

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
91	Original *				
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97	Original *				
98	Original *				
99	Original •				
100	Original *				
101	Original *				
102	Original *				

* - Indicates pages submitted with most recent filing.

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

FL10000

EXPLANATION OF SYMBOLS

The following symbols shall be used in this price list for the purpose indicated below:

- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Florida.

PRICE LIST FORMAT

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

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SECTION 1.0 - DEFINITIONS

For the purpose of this price list, the following definitions will apply:

Access Services: - The Company's intrastate telephone services offered pursuant to this price list.

Access Service Request ("ASR"): - The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification ("ANI"): - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

Collocation: - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

Dedicated Inbound Calls: - Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: - Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk: - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): - The pulse type employed by rotary dial station sets.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Direct Inward Dial (or "DID"): - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial (or "DOD"): - A service attribute that allows individual station users to access and dial outside numbers directly.

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

Duplex Service: - Service which provides for simultaneous transmission in both directions.

End Office: - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price list shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore, or its successor.

Exchange Telephone Company or Telephone Company: - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired: - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

In-Only: - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier: - A long distance telecommunications services provider.

Kbps: - Kilobits per second, denotes thousands of bits per second.

LATA: - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: - A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: - Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF"): - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Structus: - Structus TeleSystems, Inc., the issuer of this price list.

Non-Recurring Charge ("NRC"): - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

NPA: - Numbering plan area or area code.

Off-Net: - A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customers' premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: - A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

Other Telephone Company: - An Exchange Telephone Company, other than the Company.

PBX: - Private Branch Exchange

Point of Presence ("POP"): - Point of Presence

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

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Commencement Date: - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Shared: - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Tandem: - A class 4 switch facility to which NPA and NXX codes are subtended.

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Two Way: - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: - Charges for minutes or messages traversing over local exchange facilities.

User or End User: - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.2 Shortage of Equipment or Facilities

2.2.1 The Company reserves the right to limit or to 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.

2.2.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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

2.3 Terms and Conditions

- 2.3.1** Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have thirty (30) days.
- 2.3.2** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.3.3** Except as otherwise stated in the price list, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.3.4** Service may be terminated upon written notice to the Customer if:
- (A) the Customer is using the service in violation of this price list; or
 - (B) the Customer is using the service in violation of the law.
- 2.3.5** This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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

2.3 Terms and Conditions, (Cont'd.)

- 2.3.6** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 2.3.7** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- 2.3.8** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All contracts will be filed with the Commission for prior approval.

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

2.4 Limitations on Liability

- 2.4.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.26.
- 2.4.2** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.26, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.4.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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

2.4 Limitations on Liability, (Cont'd.)

2.4.4 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- (A)** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
- (B)** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C)** Any unlawful or unauthorized use of the Company's facilities and services;
- (D)** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- (E)** Breach in the privacy or security of communications transmitted over the Company's facilities;

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

2.4 Limitations on Liability, (Cont'd.)

2.4.4 (cont'd.)

- (F) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.4.1.
- (G) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (I) Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
- (J) Any calls not actually attempted to be completed during any period that service is unavailable;

2.4.5 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

2.4.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.4.7 The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.4.8 Failure by the Company to assert its rights pursuant to one provision of this price list does not preclude the Company from asserting its rights under other provisions.

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

2.5 Notification of Service-Affecting Activities

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 preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside 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 to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.7 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its partners, agents, contractors or suppliers.

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

2.8 Provision of Equipment and Facilities

- 2.8.1** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.2** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.8.3** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- 2.8.4** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 2.8.5** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (A) the through 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 where such signaling is performed by Customer-provided network control signaling equipment.

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

2.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 2.9.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.9.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.9.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.9.4 in a quantity greater than that which the Company would normally construct;
- 2.9.5 on an expedited basis;
- 2.9.6 on a temporary basis until permanent facilities are available;
- 2.9.7 involving abnormal costs; or
- 2.9.8 in advance of its normal construction.

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

2.10 Prohibited Uses

- 2.10.1** 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.
- 2.10.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.10.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.10.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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

2.11 Obligations of the Customer

The Customer shall be responsible for:

- 2.11.1 the payment of all applicable charges pursuant to this price list;
- 2.11.2 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.11.3 providing at no charge, as specified from time to time by the Company, any needed 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;
- 2.11.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.11.3. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 2.11.5 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 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;

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

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

- 2.11.6** 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 under Section 2.11.4; 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 service as stated herein, removing the facilities or equipment of the Company;
- 2.11.7** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.11.8** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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

2.12 Liability of the Customer

- 2.12.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.12.2** To the extent caused by any negligent or intentional act of the Customer as described in 2.12.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other price list of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.12.3** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this price list including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this price list is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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

2.13 Customer Equipment and Channels

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this price list.

2.14 Station Equipment

2.14.1 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

2.14.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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

2.15 Interconnection of Facilities

THIS SECTION IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- 2.15.1** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- 2.15.2** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.15.3** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.
- 2.15.4** Facilities furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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

2.16 Inspections

- 2.16.1** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.14.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.16.2** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 2.16.3** The Company reserves the right to shut down Customer's service immediately without notice in the event of a condition determined by the Company to be hazardous or dangerous.

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

2.17 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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

2.18 Deposits

- 2.18.1** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two regular billing periods. A deposit may be required in addition to an advance payment.
- 2.18.2** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- 2.18.3** Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- 2.18.4** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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

2.19 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

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

2.20 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

2.20.1 Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

2.20.2 The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.20.3 When service does not begin on the first day of the month, or end on the last day of the month, 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 thirty (30) days.

2.20.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.20 Billing and Collection of Charges, (Cont'd.)

2.20.5 If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

2.20.6 The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Florida Public Service Commission
Gerald L. Gunter Building, Room 270
2540 Shumard Oaks Boulevard
Tallahassee, Florida 32399-0850
Toll Free: 1-800-342-3552

2.20.7 If service is disconnected by the Company (in accordance with Section 2.21 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.21 following) and later restored, restoration of service will be subject to the rates in Section 4.

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

2.21 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.21.1 Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.

2.21.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.21.3 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.

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

2.21.5 Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.21 Discontinuance of Service for Cause, (Cont'd.)

- 2.21.6** Without notice in the event of unauthorized use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- 2.21.7** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.21.8** Without notice in the event of tampering with the equipment or services furnished by the Company.
- 2.21.9** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

2.22 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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

2.23 Cancellation of Application for Service

- 2.23.1** Where the Company permits the Customer to cancel 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.
- 2.23.2** 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.23.3** 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, may apply. 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.
- 2.23.4** The special charges described in 2.23.1 through 2.23.3 will be calculated and applied on a case-by-case basis.

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

2.24 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.25 Bad Check Charge

A service charge equal to the greater of \$20.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.26 Allowances for Interruptions in Service

- 2.26.1** A credit allowance will be given when service is interrupted, except as specified in Section 2.27 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this price list.
- 2.26.2** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.26.3** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.26.4** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

2.27 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 2.27.1 Due to the negligence of or noncompliance with the provisions of this price list by any person or entity other than the Company, including but not limited to the Customer;
- 2.27.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.27.3 Due to circumstances or causes beyond the reasonable control of the Company;
- 2.27.4 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.27.5 A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.28), or utilize another service provider;
- 2.27.6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.27.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.27.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.28 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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

2.29 Application of Credits for Interruptions in Service

2.29.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.29.2 For calculating credit allowances, every month is considered to have thirty (30) days.

2.29.3 A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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

2.29 Application of Credits for Interruptions in Service, (Cont'd.)

2.29.4 Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
First Interruption in the same billing period	1/30 th of the monthly rate
Previous interruption of at least 24 hours in the same billing period	2/30 th of the monthly rate

2.29.5 Interruptions Over 24 Hours and Less Than 72 Hours

- (1) If caused by storm, fire, flood or other conditions out of the Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- (2) For other interruption, 1/30th of the monthly rate for the first 24 hours and 2/30th of such rate for each additional 24 hours (or fraction thereof); however, if services is interrupted for over 24 hours, more than once in the same billing period, the 2/30th allowance applies to the first 24 hours of the second and subsequent interruptions.

2.29.6 Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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

2.30 Limitations on Allowances

No credit allowance will be made for:

- 2.30.1 interruptions due to the negligence of or noncompliance with the provisions of this price list by the Customer, authorized user or joint user;
- 2.30.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- 2.30.3 interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.30.4 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.30.5 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.30.6 interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- 2.30.7 that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.31 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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

2.32 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.20.

Customer's termination liability for cancellation of service shall be equal to:

- 2.32.1 all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2.32.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 2.32.3 all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 2.32.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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

2.33 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list.

2.33.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.33.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.33.3 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

2.33.4 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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

2.34 Resale and Sharing

THIS SECTION IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this price list. Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.35 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.36 Transfers and Assignments

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 written consent of the other party, except that the Company may assign its rights and duties to a) 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.

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

2.37 Notices and Communications

2.37.1 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.

2.37.2 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.

2.37.3 Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.37.4 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.

2.38 Taxes

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

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SECTION 3.0 - DESCRIPTION OF SERVICES

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment.

3.2 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

3.3 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.4 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 General Services

3.5.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Florida Public Service Commission:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Digital Voice Grade DS-1 Trunk Service
Direct Inward Dial (DID) Service
Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
Optional Calling Features
IntraLATA Toll Services (see Structus TeleSystems, Inc. FL Tariff No. 2)
Private Line Services
Carrier Access Services

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non-Listed Services)
Directory Assistance
Operator Services

3.5.2 Application of Rates and Charges

All services offered in this price list are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks, Digital/DS1 service, and ISDN PRI.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 General Services, (Cont'd.)

3.5.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- (A) Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (B) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.6 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.6.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.6.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.6.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.6.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.6.5 All times refer to local time.
- 3.6.6 There shall be no charges for uncompleted calls.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.7 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

3.7.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.7.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step 2 above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step 3 above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.7.3 The formula for distance calculations is:

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

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Rate Periods for Time of Day Sensitive Services

3.8.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this price list:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

	MON	TUES	WED	THU	FRI	SAT	SUN
8:00 AM TO 8:00 PM*	PEAK RATE PERIOD						
8:00 PM TO 8:00 AM*	OFF PEAK RATE PERIOD						

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.8 Rate Periods for Time of Day Sensitive Services, (Cont'd.)

3.8.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.8.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.9 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

3.10 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

3.11 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

Basic Trunks provided via On-Network services may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges. DID service in an Off-Network arrangement requires special DID capable trunks plus additional DID number blocks.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.12 Digital Voice Grade DS-1 Trunk Service

Digital Voice Grade DS-1 Trunk Service provides business Customers with PBX or PBX-like equipment or other telephonic equipment with access to switch ports. Customers can purchase this capability for both primary service (listed directory number) and diversity purposes. Customers must have the ability to terminate a DS1 signal. The signal is delivered as a digital signal at the DS1 level. The connection to the Customer's equipment is accomplished using a DS1 for digital connectivity.

3.13 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.14 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice or used with 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features

The features listed in this section are offered by the Company to Residential and Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 4 of this price list for specific features offered with each type of local exchange service.

3.15.1 Feature Descriptions

- (A) **Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

- (B) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features, (Cont'd.)

3.15.1 Feature Descriptions, (cont'd.)

- (C) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

- (D) **Call Waiting - Basic:** 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 permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features, (Cont'd.)

3.15.1 Feature Descriptions, (cont'd.)

- (E) **Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

- (F) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features, (Cont'd.)

3.15.1 Feature Descriptions, (cont'd.)

- (G) Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (H) Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features, (Cont'd.)

3.15.1 Feature Descriptions, (cont'd.)

- (I) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

- (J) **Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.15 Optional Calling Features, (Cont'd.)

3.15.1 Feature Descriptions, (cont'd.)

- (K) Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

- (L) Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.16 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

3.16.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

3.16.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

3.17 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.18 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

3.19 IntraLATA Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Long Distance tariff on file with the Commission. Service is available for use by Customers twenty-four (24) hours a day. Structus Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Structus Long Distance Service is offered for both intraLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.20 Miscellaneous Services

3.20.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

3.20.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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SECTION 4.0 - RATES AND SERVICES

4.1 General - Local Services

Services provided in this price list section are available on an Facilities Based or Resale Service basis depending upon the Customers location. Facilities Based services are provided in whole or in part, over the facilities of the Company. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services. The rates, terms and conditions set forth in this section are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (On-Net). The rates, terms and conditions set forth in this Section 12 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this section are subject to change and may be changed by the Company pursuant to notice requirements established by the Florida Public Service Commission. The rates, terms and conditions set forth in this section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of BellSouth's local exchange services, in whole or in part, prior to the effective date hereof.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.1 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.1 Standard Residence Local Exchange Service, (cont'd.)

(A) Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	Flat Rate
All	\$41.80

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.1 Standard Residence Local Exchange Service, (cont'd.)

(B) Other Monthly Recurring Charges

(1) End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$3.50

(2) Hunting (aka. Rotary or Grouping)

The following charges apply to Standard Residence Local Exchange lines equipped with Hunting.

RATE GROUP	Flat Rate
All	\$7.49

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.1 Standard Residence Local Exchange Service, (cont'd.)

(C) Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

A separate non-recurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	Residence
Line Connection Charge	
First Line	\$40.00
Each Additional Line	\$12.00
Line Change Charge	
First Line	\$23.00
Each Additional Line	\$11.00
Secondary Service Order Charge	\$10.00
Maintenance Visit Charges	
Duration of time, per technician	
Initial 15 minute increment	\$25.00
Each Additional 15 minute increment	\$ 9.00
Restoration of Service	\$16.00

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.2 Standard Business Local Exchange Service, (cont'd.)

(A) Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	Flat Rate
All	\$48.26

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.2 Standard Business Local Exchange Service, (cont'd.)

(B) Other Monthly Recurring Charges

(1) End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$6.97

(2) Hunting (aka. Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting.

RATE GROUP	Flat Rate
All	\$18.14

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.2 Standard Business Local Exchange Service, (cont'd.)

(C) Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service.

	Business
Line Connection Charge	
First Line	\$56.00
Each Additional Line	\$12.00
Line Change Charge	
First Line	\$38.00
Each Additional Line	\$11.00
Secondary Service Order Charge	\$19.00
Maintenance Visit Charges	
Duration of time, per technicians	
Initial 15 minute increment	\$28.00
Each Additional 15 minute increment	\$ 9.00
Restoration of Service	\$19.00

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.3 Residence and Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Service is provided at Residence and Business Local Exchange Service rates and charges as specified in Section 4.1.1 and 4.1.2.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 4.1.1 and 4.1.2).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 4.1.4).

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in this price list. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$915.00	\$3.80
Each Additional Block of 20 DID Numbers	\$ 15.00	\$3.80
DID Trunk Termination:		
Per Inward Only Trunk	\$ 90.00	\$20.71
Per Combination Trunk with Call Transfer	\$250.00	\$42.75
Dual Tone Multifrequency Pulsing Option, Per Trunk	\$ n/a	\$7.13
Automatic Intercept Service, Per Number Referred	\$16.00	\$ n/a

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.5 Access Lines for Customer Provided Pay Telephones

(A) General

The Company provides access lines ("CPPT Lines") for connection of Aggregator-provided Pay Telephone equipment to the public switched network. CPPT Lines provide the Aggregator with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. CPPT Lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for CPPT lines are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the CPPT Line subscribed to by the Aggregator. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

(B) Regulations

- (1)** CPPT Lines will be provided only to Aggregators certificated by the Florida Public Service Commission. Proof of certification is required prior to installation of service. Service will be disconnected should the Company determine that the Aggregator is no longer certified or has had certification revoked for any reason.
- (2)** The Aggregator is responsible for all local and long distance usage charges billed to the CPPT Line. These charges included, but are not limited to, any operator charges for calls billed to the line on a collect or third party basis in the event that the Aggregator does not subscribe to blocking and screening features offered in this price list.
- (3)** Unless otherwise permitted by Commission rule or order, only one Pay Telephone instrument may be connected to each CPPT line.
- (4)** Unless otherwise permitted by Commission rule or order, 0- local operator assisted calls must be routed to the Company's operators.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.5 Access Lines for Customer Provided Pay Telephones, (Cont'd.)

(C) **Rates and Charges** - Service is provide at Business Flat Rate Local Exchange Service rates and charges as specified in this price list. Each Line is provided with touch-tone signaling.

(D) **Optional Features** - The following optional features are provided with One Source Access Line service:

(A) **Unrestricted Service:** No blocking or screening provided.

Unrestricted, Per Outward Line	\$ N/C
Unrestricted, Per Two-Way Line	\$ N/C

(B) **Screening Option A:** With this option, an Access Line is equipped with operator screening. In addition, calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan are blocked.

Screening Option A, Per Outward Line	\$1.94
Screening Option A, Per Two-Way Line	\$1.94

(C) **Screening Option B:** With this option, an Access Line is equipped with operator screening, blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan, and blocking of calls to 1+900, seven digit local, 1+ Expanded Local Calling Area, 1+ DDD and 976 calls.

Screening Option B, Per Outward Line	\$2.98
Screening Option B, Per Two-Way Line	\$2.98

(D) **Screening Option C:** With this option, an Access Line is equipped with operator screening, blocking of calls to 011+ international direct distance dialed numbers outside the North American Numbering Plan, and blocking of calls to 1+900, 1+ Expanded Local Calling Area, and 976 calls.

Screening Option C, Per Outward Line	\$1.99
Screening Option C, Per Two-Way Line	\$1.99

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.7 Optional Calling Features

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. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.7 Optional Calling Features, (cont'd.)

(A) Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding Variable	\$2.85	\$3.42
Call Forwarding Don't Answer - Basic	\$0.95	\$3.09
Call Forwarding Busy Line - Basic	\$0.95	\$3.09
Call Waiting - Basic	\$3.80	\$5.51
Call Waiting - Deluxe	\$5.70	N/A

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.7 Optional Calling Features, (cont'd.)

(A) Features Offered on Monthly Basis, (continued)

Optional Calling Feature (cont'd)	Residence	Business
Caller ID - Basic	\$5.70	\$7.13
Caller ID - Deluxe	\$7.13	\$9.49
Anonymous Call Rejection	\$2.85	\$3.56
Call Block	\$3.80	\$4.28
Call Return	\$3.80	\$4.28
Speed Calling (30 codes)	\$2.85	\$4.75
Speed Calling (8 codes)	\$1.90	\$2.38
Three Way Calling	\$3.50	\$3.56

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.1 General - Local Services, (Cont'd.)

4.1.7 Optional Calling Features, (cont'd.)

(B) Multiple Feature Discounts

Customers may receive a per line discounts in the form of a credit on their bill based on the total number of features subscribed to for each line at the end of a given billing period.

Number of Features	Residence Discount	Business Discount
2	\$0.50	\$0.75
3	\$1.50	\$2.25
4	\$3.00	\$4.50
5	\$4.50	\$6.75
6	\$6.00	\$9.00
7	\$7.50	\$11.25
8	\$9.00	\$13.56
9	\$10.50	\$15.75
10	\$12.00	\$18.00
11	\$13.50	\$20.25
12	\$15.00	\$22.50
13	\$16.50	\$24.75
14	\$18.00	\$27.00
15	\$19.50	\$29.25
16	\$21.00	\$31.50
17	\$22.50	\$33.75
18	\$24.00	\$36.00
19	\$25.50	\$38.25
20	\$27.00	\$40.50

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings

4.2.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.2 Composition of Listings

(A) Names

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
- (7) The name of a publication issued periodically by the subscriber or joint user.
- (8) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (9) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (10) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (11) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (12) The name of the subscriber to a sharing arrangement.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.2 Composition of Listings, (cont'd.)

(B) Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this price list. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.2 Composition of Listings, (cont'd.)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.3 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in this price list.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.3 Types of Listings, (cont'd.)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)
Night calls (telephone number)
Night calls after __PM (telephone number)
Nights, Sundays and holidays (telephone number)
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.2 Directory Listings, (Cont'd.)

4.2.4 Free Listings

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

4.2.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in this price list.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Line	\$1.14	\$1.14
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$1.14	\$1.14
- First Line	\$1.14	\$1.14
Duplicate Listing:		
2 or More Lines:	\$0.00	\$0.00
- First Line		
- Each Additional Line	\$0.00	\$0.00
Other Duplicate Listings, each	\$0.00	\$0.00
Additional Listing	\$1.14	\$1.14
Foreign Listing	\$1.14	\$1.14

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.3 Non-Published Service

4.3.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

4.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

4.3.3 Rates and Charges

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: \$1.66

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.4 Non-Listed Service

4.4.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

4.4.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

4.4.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month: \$0.76

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.5 Directory Assistance Services

4.5.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Structus TeleSystems, Inc.'s Florida Tariff No. 2.

Each Local Directory Assistance Call \$0.75

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.6 InterLATA and IntraLATA Operator Services

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Such services are described in Structus TeleSystems, Inc.'s Florida Price List No. 2. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.7 InterLATA and IntraLATA Long Distance Services

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in Structus TeleSystems, Inc.'s Florida Tariff No. 2. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.8 Carrier Presubscription

4.8.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.8.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.8 Carrier Presubscription, (Cont'd.)

4.8.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.8.5 below:

4.8.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided subject to the charges specified in 4.8.5 below.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

FLI0000

SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.8 Carrier Presubscription, (Cont'd.)

4.8.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.8.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.9 General

Structus will provide Private Line Services to its Customer, if and when such facilities are available. These services will only be provided in specified locations in Florida where the Company will install its own facilities. Pricing for these services will be done on an individual case basis.

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Columbia, SC 29201

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.10 Carrier Access Service - General

Structus will be providing Carrier Access services when the applicable switching equipment is installed for use within Florida. These services will only be provided in specified locations in Florida where the Company will install its own facilities.

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Columbia, SC 29201

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.11 Special Arrangements - General

Special arrangements will be provided to Customers of Structus, if and when such facilities are available. These services will only be provided in specified locations in Florida where the Company will install its own facilities. Pricing for these services will be done on an individual case basis.

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Effective Date:

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Columbia, SC 29201

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SECTION 4.0 - RATES AND SERVICES, (CONT'D.)

4.12 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's price list as an addendum to the Carrier's price lists.

4.13 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the price list).

4.14 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay services calls by 50 percent off of the otherwise applicable rate for a voice nonrelay 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 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

4.15 Special Rates For The Handicapped

4.15.1 Directory Assistance

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing price list rates for every call in excess of fifty (50) within a billing cycle.

4.15.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

Issue Date: June 28, 2000

Effective Date:

Issued by:

Gary L. Williams, President & CEO
1401 Main Street, Suite M100
Columbia, SC 29201

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June 26, 2000
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

DEPOSIT DATE
D316 JUN 29 2000
000784-TX

RE: Initial Application and Tariff of **Structus TeleSystems, Inc.** for Authority to Provide Competitive Local Exchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Structus TeleSystems, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to my attention reached at (407) 740-8575. Thank you for your assistance.

Sincerely,

TECHNOLOGIES MANAGEMENT, INC. P.O. BOX 200 WINTER PARK, FL 32790-0200 (407) 740-8575	BANK OF AMERICA WINTER PARK, FL 32789 63-27/631	26605
PAY TO THE ORDER OF <u>Florida Public Service Commission</u>		<u>6/26/2000</u>
Two Hundred Fifty and 00/100*****		\$ **250.00
Florida Public Service Commission Records & Reporting 2540 Shumard Oaks Blvd. Tallahassee, FL 32302-1500	07867-00	DOLLARS Security features included. Details on back.
MEMO <u>florida Public Service Commission</u>		
@026605@		



June 26, 2000
Overnight Delivery

210 N. Park Ave.
Winter Park, FL
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Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

DEPOSIT

DATE

D3104

JUN 29 2000

000784-TX

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Sincerely,

Thomas M. Forte
Consultant to Structus TeleSystems, Inc.

Enclosures

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

cc: R. Salter - Structus
file: Structus - FL (Local)
tms: FL10000

check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check: